REQUEST FOR PROPOSALS

ANTHONY CHABOT EQUESTRIAN CENTER CONCESSION
Submit Proposals no later than: January 8, 2021 by 4 pm

East Bay Regional Park District
Business Services Department
2950 Peralta Oaks Court
Oakland Ca 94605

Attention: Tiffany Margulici
tmargulici@ebparks.org

East Bay Regional Park District
NOTICE REQUESTING PROPOSALS

NOTICE IS HEREBY GIVEN THAT THE BOARD OF DIRECTORS OF THE EAST BAY REGIONAL PARK DISTRICT will receive on January 8, 2021 at or before the hour of 4:00 p.m., digital proposals for the maintenance, management, and operation of the Anthony Chabot Equestrian Center Concession, 14600 Skyline Blvd, Oakland CA 94619. Please be certain that your Proposal is complete.

Under no circumstances will proposals be accepted after 4:00 p.m. January 8, 2021. Should you have any questions regarding this matter, please contact Tiffany Margulici at (510-544-2513) or tmargulici@ebparks.org.

All proposals received are public records subject to public disclosure under the California Public Records Act (Gov. Code section 6250 et seq.) The Board of Directors reserves the right to reject any and all Proposals, to modify the terms of this Request either before or after the deadline for submission of proposals, negotiate with one or more of the proposers, to call for additional proposals, or to refrain from accepting any proposal.

The Concession Agreement the District expects to award shall in no event become effective until an award is approved by Resolution of the Board of Directors and the Park District and the successful proposer enter into a Concession Agreement on terms materially consistent with the proposal submitted. The District's policy in awarding this Agreement will be based primarily on the most qualified proposer overall, and not simply on the rental payments proposed. The District will carefully investigate each proposer’s background and experience in the operation of like facilities.

Description of the facility and the requirements of the concessionaire are contained in this Request for Proposals (“RFP”). The RFP documentation package must be downloaded from the District website at www.ebparks.org/about/bids or sent via email by request to Tiffany Margulici at tmargulici@ebparks.org. No hard copies will be made available.
Request for Proposals Timeline

The following timeline has been established for the Request for Proposals ("RFP") for the Anthony Chabot Equestrian Center Facility Concession located in Anthony Chabot Regional Park.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Announcement Open Request for Proposals</td>
<td>Monday, October 26, 2020 by 4 p.m.</td>
</tr>
<tr>
<td>Deadline for submission of written questions</td>
<td>Monday, November 16, 2020 by 9 a.m.</td>
</tr>
<tr>
<td>Questions/Answers posted on District website</td>
<td>Thursday, November 19, 2020 by 4 p.m.</td>
</tr>
<tr>
<td>Mandatory Site Visit (RSVP 48 hours)</td>
<td>Monday, November 30, 2020, 9 to 11 a.m.</td>
</tr>
<tr>
<td>Deadline for submission of written questions</td>
<td>Thursday, December 3, 2020 by 9 a.m.</td>
</tr>
<tr>
<td>Questions/Answers posted on District website</td>
<td>Monday, December 7, 2020 by 4 p.m.</td>
</tr>
<tr>
<td>Request for Proposals Due</td>
<td>Friday, January 8, 2021 by 4 p.m.</td>
</tr>
<tr>
<td>Staff to review Proposal Submittals</td>
<td>Monday, January 11, 2021 by 4 p.m.</td>
</tr>
<tr>
<td>Respondents Notified of Interview</td>
<td>Tuesday, January 12, 2021 by 9 a.m.</td>
</tr>
<tr>
<td>Interviews with Respondents (allow one hour)</td>
<td>Tuesday, January 19, 2021 from 1 to 5 p.m. and Wednesday, January 20, 2021 from 10 a.m. to 5 p.m.</td>
</tr>
<tr>
<td>Staff Recommendation &amp; Respondents Notified</td>
<td>Thursday, January 21, 2021 by 4 p.m.</td>
</tr>
<tr>
<td>Board Operations Committee Review</td>
<td>Thursday, February 25, 2021 at 12:30 p.m.</td>
</tr>
<tr>
<td>Board of Directors review &amp; notification of Award</td>
<td>Tuesday, March 16, 2021 at 1 p.m.</td>
</tr>
</tbody>
</table>

**PLEASE NOTE:** this schedule is subject to change as circumstances warrant and any changes to the schedule and/or additional information such as answers to questions will be posted on the District website.

Go to the Other Bids & Concession Opportunities page on: [http://www.ebparks.org/about/bids/default.htm](http://www.ebparks.org/about/bids/default.htm)

Please check the website for the most current information before sending in your proposal.

MANDATORY SITE VISIT

There will be a mandatory site visit on **Monday, November 30, 2020 from 9 a.m. to 11 a.m.** Failure to attend the mandatory site visit will disqualify any proposer from being considered. If you are planning to attend the mandatory site visit you must RSVP Tiffany Margulici by e-mail at tmargulici@ebparks.org at least **48-hours in advance** (before 9 a.m. on November 28, 2020.) Face masks will be required and starting times may be staggered to allow for social distancing.

SECTION 1. INTRODUCTION

The East Bay Regional Park District ("District") is seeking an experienced operator to provide equestrian services at the Anthony Chabot Equestrian Center Concession located in Anthony Chabot Regional Park. Parties interested in operating this concession must submit proposals in accordance with the instructions contained herein.

It is expected that a Concession Agreement will be awarded following receipt of competitive proposals, evaluation of those proposals, selection of the best proposal and approval by the Board of Directors of the District. The selected organization ("Concessionaire") will provide maintenance, management, and operation of the concession. The District reserves the right to cancel or modify the RFP process at any time and to reject any or all responses to the RFP.
SECTION II. BACKGROUND

The Concession is nestled in the Oakland hills and has been operated by concessionaires for many years. The Concession has provided a full-service equestrian facility for the public, including but not limited to, horse boarding, group and individual instruction for adults and youth and other programs consistent with or complementary to an equestrian Concession (for example, horse shows and clinics, educational, instructional and other services consistent with an equestrian Concession; tack shop; children summer day camps etc.). The lesson program should offer a variety of trainers that meet the needs of boarders first, and second provide training. Trainers must meet the necessary insurance requirements. This is a public agency facility and access opportunities for others to the site and park trails is mandatory.

The concession has a large barn with indoor arena and three other stall barns, 2 outdoor arenas, several paddock areas and two residences. Concessionaire shall arrange for day-to-day operation and maintenance of the concession, including preventative maintenance and corrective maintenance, but excluding any deferred maintenance or any capital maintenance of major components of the building or building systems that have failed or reached the end of their useful life.

This RFP consists of an invitation to submit proposals that provide the best strategies for the maintenance, management, and operation of the Concession. This RFP describes the opportunity, the requirements, the selection process and the minimum information that must be included in the proposals.

SALES HISTORY

LAST FIVE (5) YEARS GROSS SALES

<table>
<thead>
<tr>
<th>65 stalls</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>STALLS 45 - 59 @ $545</td>
<td>89,847</td>
<td>88,851</td>
<td>94,184</td>
<td>97,974</td>
<td>110,416</td>
</tr>
<tr>
<td>STALLS 60 - 65 $560</td>
<td>41,960</td>
<td>40,957</td>
<td>44,060</td>
<td>42,834</td>
<td>48,832</td>
</tr>
<tr>
<td>STALLS 1 - 44 @ $580</td>
<td>282,425</td>
<td>284,880</td>
<td>305,599</td>
<td>294,955</td>
<td>290,254</td>
</tr>
<tr>
<td>Additional Services</td>
<td>32,668</td>
<td>33,315</td>
<td>30,591</td>
<td>28,800</td>
<td>28,703</td>
</tr>
<tr>
<td>Trainers Fees (10%)</td>
<td>7,930</td>
<td>8,043</td>
<td>8,072</td>
<td>7,099</td>
<td>7,389</td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td><strong>$454,830</strong></td>
<td><strong>$456,046</strong></td>
<td><strong>$482,506</strong></td>
<td><strong>$472,597</strong></td>
<td><strong>$485,594</strong></td>
</tr>
</tbody>
</table>
CURRENT PRICES

ANTHONY CHABOT EQUESTRIAN CENTER  (510) 569-4428
Boarding
12x16 Stall  $545/month
10x20 Stall  $560/month
12x24 Outside Stall  $580/month

Lessons
Private  $60/hour
Semi-Private  $50/hour
Group  $35/hour

SECTION III. GENERAL

1. DESIGNATED CONTACT
   All requests, questions, or other communications about this RFP shall be made in writing by
   email to the East Bay Regional Park District. Address all communications to the person listed
   below. Communications made to other personnel or attempting to ask questions by phone or
   in person will not be allowed or recognized as valid.

   East Bay Regional Park District
   Tiffany Margulici – Business Services Manager
   tmargulici@ebparks.org

   To ensure that written requests are received and answered in a timely manner, only electronic
   mail (e-mail) correspondence is acceptable. Direct contact with East Bay Regional Park District
   employees other than the Designated Contact regarding this RFP is expressly prohibited
   without prior consent. Applicants directly contacting East Bay Regional Park District employees
   risk elimination of their submission from further consideration.

2. DELIVERY OF SUBMISSIONS
   Proposals shall be sent to the Designated Contact by email only. All proposals will be delivered
   by the date and time set in the advertisement. Proposer bears the risk of delays in delivery.
   Proposals received after the deadline will not be reviewed.

3. RFP SUBMISSIONS
   Submissions for this RFP will be received until January 8, 2021 by 4 p.m. at which time proposals
   will be recorded.

   PURPOSE
   This Request for Proposals (RFP) provides all potential proposers with all the necessary relevant
   information and the requirements to submit a proposal for operation of the facilities.

   REVIEW OF PROPOSALS
   All proposals will be reviewed by a committee consisting of representatives of the Park District
   and other interested parties as selected by the Park District. This committee will review all
   proposals that meet the minimum qualifications.

   ORAL INTERVIEWS
   Depending upon the relative quality of proposals, the Park District may invite a short list of
proposers to interview with Park District. The Park District reserves the right to conduct interviews of those proposers who pass the initial review or select a concessionaire without conducting interviews. The Park District will notify each qualified Proposer of the scheduled time and location for his/her interview on the date indicated in the timeline. Interviews may be conducted via video conference rather than in-person, i.e. Zoom or similar platform.

4. **AGREEMENT TERM**
The Agreement will be for an initial term of **two** years with a mutual option to extend the term of the Agreement for **five-year period**. Current agreement ends April 1, 2021.

5. **DISTRICT OBJECTIVES**
District’s principal objectives in entering into an agreement for the management, operation, and maintenance of the Concession are:

1. Preserve and enhance the condition of the Concession.
2. Promote use of the facility and provide a quality experience with a reasonable fee structure for the community and visitors through family friendly events, non-profit events, etc.
3. Maintain an economically viable operation with revenues sufficient to cover operating expenses, maintenance and improvement reserves while providing the Concessionaire and the District an adequate return on investment.

6. **REQUIRED QUALIFICATIONS AND SERVICES**
The qualifications and general services required of the Concessionaire under the terms of the concession agreement include but are not necessarily limited to:

1. **Maintaining and operating facility.**
   The Facility shall be used by Concessionaire solely for the purpose of boarding horses (stalls or stall/paddock combinations, no pasture boarding available), conducting riding lessons, providing clinics, selling horse related items and for no other purpose unless otherwise provided herein, without the prior written consent of District in its sole discretion. Said services shall be conducted and offered on substantially the same basis as like services are conducted and offered by other high-quality stables open to the general public.
   a. A full-service equestrian facility for the public, including but not limited to, horse boarding, horse rentals, instruction for adults and youth, and other programs consistent with or complementary to an equestrian facility (for example, horse shows and clinics, educational, instructional and other services consistent with an equestrian facility); as well as outreach programs for the underserved. The lesson program should offer a variety of trainers that meet the needs of boarders first, and second provide training and access opportunities for others to the site and park trails. Trainers must meet the necessary insurance requirements.
   b. Provide excellent customer services and maintain a friendly and courteous atmosphere at all times.
   c. Offer hours of operation consistent with a public equestrian facility. Facility must be open to the public every day of the week. Post hours of operation.
   d. Provide access to Public Safety.
e. Maintain the Facility to maximize accessibility, general safety, and overall appearance. Assume all maintenance, upkeep and operational obligation for the property at no cost to the District.

f. Maintain a smoke-free environment.

g. Provide a manure removal program that allows no more than 80 cubic yards of manure on the property at any time.

h. Provide a presence (by Concessionaire, or an employee, or person acting on behalf of Concessionaire) on the site to operate the facility and respond to emergencies on a 24 hour per day, 365 days per year basis.

i. Concessionaire agrees to hold routine monthly Boarder meetings to keep tenants informed of current activities, future plans, projects, etc. Post barn rules and suggestion/complaint/grievance procedure in a prominent location.

j. Concessionaire agrees to permit non-customer park users to enter the Facility to water their horses and use restroom facility during normal business hours and to permit non-customer park users to park at the designated trailhead parking immediately to the left after the gate upon entering the Facility.

k. If any animal, other than a horse, is requested to be added to the facility, the Park Supervisor must give prior written approval.

l. There are two (2) residences on the premises. During the term of this Agreement, Concessionaire or an employee of Concessionaire shall reside in the security residences provided by the District. Such residences shall terminate upon termination of the term of this Agreement. Concessionaire will be required to leave the residences in a clean and reasonable condition. If not, District shall have the right to bill the Concessionaire for excessive cleaning and repair of the residences. No person shall reside elsewhere on the premises without District's written permission. If rent is collected for one or both of the residences, this rent shall be included in gross receipts and fees shall be paid on this income.

m. Other. Other or additional activities by Concessionaire shall require the prior written consent of District, which consent may be granted or withheld in District's sole discretion. Concessionaire shall comply with any and all present laws, general rules or regulations of District and any governmental authority now in force relating to sanitation or public health, safety or welfare and environmental matters relating to the condition, use or occupancy of the Facility during the Term. Such rules, regulations and policies of District may include, without limitation, containers for trash removal to aid in the control of yellow jackets and other insects. Concessionaire shall remedy without delay any defective, dangerous, or unsanitary conditions within Concessionaire's responsibility. Concessionaire shall not use the Facility in any manner that will constitute waste, nuisance, or unreasonable annoyance to the public.

2. Collection and accounting of all revenues following Generally Accepted Accounting Principles and maintaining proper financial records of the business that will be subject to full audit, including tax records and profit and loss reports, at District's discretion.

3. Preparation of monthly and annual fiscal sales reports in a format approved by District.

4. Payment and accounting of all expenses in a timely manner.

5. Formulation and implementation of operation, programs, business plans, and budgets.

6. Handling of all personnel matters including employment, training, and terminations.

7. Planning, design, obtaining required approvals, and construction of discretionary capital improvements, if required.

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

a. **General Liability** (Bodily Injury and Property Damage) including Premises and Operations (including off-site operations), Blanket Contractual Liability, Broad Form Property Damage, Products and Completed Operations, Personal Injury, and Owners and Contractors Protective Liability in an amount not less than $1,000,000 per occurrence and at least $2,000,000 in the aggregate which amount may be satisfied through an umbrella policy.

b. **Fire/Property Insurance** on all improvements and equipment owned by the Concessionaire. Standard Fire Insurance with extended coverage and vandalism and malicious mischief endorsements thereon, on all improvements owned by the concessionaire, placed or constructed upon the premises by Concessionaire, in an amount equal to 90% of the full replacements cost thereof, and ensuring the interests of the District and the Concessionaire as same shall appear. Concessionaire and District agree, to extent permissible, that they will waive their rights to subrogate fire damage. The policy shall contain a special endorsement that such proceeds shall be disbursed and used to repair or rebuild and such improvements so damaged or destroyed (if such course of action is required by this Agreement.)

c. **Automobile Liability** (Bodily Injury and Property Damage) extending to owned, non-owned and hired vehicles and including contractual liability covering all liability assumed under the License in an amount not less than $1,000,000 per occurrence.

d. **Worker’s Compensation** as required by law and Employer’s Liability with limits of $500,000 per occurrence. The insurer will be required to waive all rights of subrogation against District, its officials, directors, employees, agents and volunteers.

e. **Deductibles and Self-Insured Retentions**: Any deductibles or self-insured retentions must be declared to and are subject to approval by District.

f. **Other Insurance Provisions**: The policy is to contain, or be endorsed to contain, the following provisions:

   i. Concessionaire shall name District, its officials, directors, employees, agents and volunteers as additional insured in its General Liability and Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to District, its officials, directors, employees, agents or volunteers.

   ii. Concessionaire’s insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to District, its officials, directors, employees, agents or volunteers.

   iii. All endorsements to policies shall be executed by an authorized representative of the insurer.

g. **All Coverages**:

   i. Each insurance policy required by this clause shall be endorsed to state that District will be provided thirty (30) days written notice of cancellation or material change in the policy language or terms.
ii. Insurance is to be placed with insurers with an A.M. Bests' rating of no less than A- or better.

iii. Concessionaire shall furnish District with certificates of insurance and endorsements to the policies evidencing coverage required by this License prior to the start of operations at the Premises. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate of insurance and endorsements shall be on a form utilized by Concessionaire's insurer in its normal course of business and shall be received and approved by District prior to execution of this License by District. District reserves the right to require complete, certified copies of all required insurance policies in the event of an insurance claim. The Concessionaire shall provide proof that any expiring coverage has been renewed or replaced at least two weeks prior to the expiration of the coverage.

SECTION IV. SUBMITTAL REQUIREMENTS

A. Proposal Elements
The proposal must contain your (this means you and/or your organization) responses in the numbered format below. Each section of the proposal must be Headed or Tabbed according to the numbered titles 1 through 14 in Proposal Elements to aid in information retrieval and
review by the Park District’s Selection Committee. Each proposal submitted must meet the following requirements. Failure to comply will result in the automatic disqualification of a submission from further consideration.

Submit an electronic copy by email to Tiffany Margulici at tmargulici@ebparks.org no later than 4:00 p.m. on January 8, 2021.

All proposers must submit a proposal that includes a fee offer. Proposals must be prepared on 8 1/2" x 11" format. Please use Portrait orientation. Font shall not be smaller than 12 pt. Illustrations may be included. Drawings may be submitted. Proposers are encouraged to use discretion in the amount of information they submit. No Hard copy proposals will be accepted.

All proposals submitted in response to this RFP become the property of the Park District and are subject to the requirements of the California Public Records Act (California Government Code Section 6250 et seq.) Once a successful proposal is identified or all proposals are rejected, all proposals shall be deemed public records. The proposer must identify in writing all copyrighted material, trade secrets, or other proprietary information the proposer claims are exempt from disclosure under the Public Records Act. Proposers claiming exemption must include the following statement in their proposal:

The proposer agrees to indemnify and hold harmless the Park District, its officers, employees, and agents from any claims, liability, or damages against the Park District, and to defend any action brought against the Park District for proposer’s refusal to disclose such material, trade secrets, or other proprietary information to any party.

Failure of a proposer to include this statement and/or identify in writing the claimed exempt material shall be deemed a waiver of any exemption from disclosure under the Public Records Act. Requests to review proposal submissions will not be allowed until after a Staff Recommendation is made.

To ensure fair competition, all proposers will receive the same information and materials; no telephone or personal inquiries about this RFP will be answered.

- Late Proposals are not acceptable and will not be reviewed.
- The Park District reserves the right to request, receive, and evaluate supplemental information and clarifications during its evaluation of Proposals, and the Park District will conduct this process in a fair and impartial manner.
- The Park District reserves the right to waive and disregard any immaterial irregularities in any response.
- The Park District reserves the right to cancel in part or in whole or amend this RFP or to extend the date responses are due.
- Incomplete Proposals or inaccurate information may be cause for disqualification.
- Issuance of this RFP does not commit the Park District to award an agreement or to pay any costs incurred in preparation of a Proposal or any response to this RFP.
- The Park District reserves the right to reject any or all Proposals.
- All materials submitted to the Park District will become the property of the Park District and will not be returned.
• All information submitted in response to the RFP will be considered official information acquired in confidence and the Park District will maintain its confidentiality to the extent permitted by law.

1. Transmittal Letter - Addressed to Tiffany Margulici and signed by you (an officer of the organization). In the case of a joint relationship, an officer of each partner organization shall sign.

   Include the RFP’s title and proposal due date, your name, the name of the main contact, address, email, fax number and telephone number.

   Provide the following information:
   • Address of office providing the services
   • Telephone number
   • Summary description of organization
   • Areas of expertise
   • Size of organization (including number of registered professionals)
   • Years in business

   **Table of Contents:**
   Include a complete and clear listing of headings and pages, and list attached documents.

2. Business - State the type of business that describes your business (Sole Proprietorship, Partnership, Joint Venture, Limited Liability Company or Corporation) and provide proof. Any proposals that state an intent to form a business if awarded the lease will be rejected. The type of business must be established prior to submitting a proposal. All proposals must include documentation that they can do business within the State of California.

3. Experience - For the purpose of this RFP, proposers must have a minimum of three (3) years’ experience managing or operating a business of similar type, size and scope as the operation set forth and described in this RFP. Proposals with less than the minimum experience will be disqualified. Describe your experience in performing similar operating activities, preferably for same-sized facility with details of specific activities, equestrian care, maintenance, and time frames in which the experience occurred. Include additional information as needed.

4. Operation - Describe the services, capabilities, and advantages that you offer, for example:
   • Current workload
   • Available staff
   • Resources
   • Ability to meet the requirements of the concession.

5. Plan & Timeline - Provide a plan and timeline for starting the operation and resolution for any issues resulting from the transition to a new Concessionaire. Formulation and implementation of operation and business plan.

6. Leadership - Describe your ability to collaborate, facilitate, and resolve issues in a timely
and professional manner. Issues may include customer complaints, budget and cash flow challenges, etc. Demonstrate your ability to communicate effectively and foster and maintain positive relationships with Park District staff and customers.

7. Charges to Customers – Possible rates to clients for proposed services.

8. Concession fee and Maintenance fee. All proposers must submit a proposal that includes a fee offer. You will be required to pay monthly, at a minimum, a concession fee of 5%, as well as, at a minimum, 5% for the concession maintenance fund. The concession maintenance fund fees will be held by the District solely for major capital improvements and some general maintenance for the facility. Concessionaire acknowledges that they possess no right, title or interest in these funds other than to help administrate. Expenditures from this maintenance fund shall require District's prior written approval.

9. Requirements
   a. If you take any exception to any of the requirements as listed in this RFP, the exception(s) and reason(s) shall be stated in the Proposal.
   b. Provide proof of the insurance requirement.

10. Legal Issues - Provide a description of any pending legal issues you are facing.

11. References - Provide three (3) references from jurisdictions for which you ran an equestrian facility must include names, titles, email addresses, and telephone numbers.

12. Resumes - Submit resumes of any other professional staff that would perform the work, including relevant qualifications and degree of understanding the inner working of the management process.
   a. Concession Personnel: Provide detailed qualifications of the proposed concession manager(s), Clearly identify experience and qualifications relevant to the services described in this RFP.
   b. Provide a complete list of all staff hourly rates by category, (i.e., Concession Manager, maintenance worker, etc.) Hourly rates shall be all-inclusive, and include base salary, fringe benefits, overhead, etc.

13. Financial Condition - Describe your financial condition and demonstrated ability to maintain an economically viable operation with revenues sufficient to cover operating expenses, including payment of reasonable fees to the Park District. Provide the last three (3) years of bank statements (may be substituted with the last three (3) years of tax returns.) Significant weight will be given to such financial information in the selection process. The Park District may request a bond for $10,000 as a security deposit when awarding the agreement.
   a. Credit Worthiness: Submit a credit report issued by a nationally recognized credit bureau within 60 days of the proposal due date and include the Fair Isaac Corporation (FICO) score. Any derogatory information listed on said reports must be explained. Below average FICO scores, outstanding debts, delinquent payment history on current concession contracts, and any other derogatory information may disqualify a proposal.
14. Financial Projections - Provide detailed financials for the operation and maintenance of the concession.
   a. Provide a 3-year projection of revenues and expenditures anticipated from the proposed activities. Revenues should include all sales and any other service performed for which a fee is charged. The statement must show month-by-month projections for the first twelve months.
   b. Provide a 3-year Cash Flow Statement.

B. Amendments
   If Amendments to this RFP are issued, Respondents must acknowledge receipt of Amendments in the cover letter of their RFP response. Failure to acknowledge and respond to any Amendments issued by the District may cause the Respondent’s Proposal to be deemed non-responsive.

C. Questions
   Any questions or requests for clarifications to this RFP must be submitted in writing by email Tiffany Margulici, tmargulici@ebparks.org. Answers to questions or requests requiring clarification to this RFP will ONLY be posted on the District’s website.

   Questions must be submitted no later than December 3, 2020 at 9:00 a.m. Questions received after this deadline may be answered at the discretion of the District. Answers will posted by 4 p.m. on December 7, 2020 on the District’s website (http://www.ebparks.org/about/bids) and emailed to all the companies that sent representatives to the mandatory site visit.

SECTION V. SELECTION PROCESS

The District intends to negotiate an agreement with the selected organization as determined by the District to be in the best interest of the District.

Step 1 – Response to Park District’s RFP
   Submissions must meet the requirements of the RFP.

Step 2- Evaluation of Proposals

Step 3 – Interviews with Organizations Selected in Step 1 & 2 and Ranking of Respondents
   Interviews will be held with each selected qualified proposer to discuss their approach and methods for operating the concession and other subjects chosen by the Selection Committee. Respondents selected for interviews will be notified by email. The Park District will specify the date, time, and location of their interviews. Interviews may be conducted via video conference rather than in-person, i.e. Zoom or similar platform.

   Based on the evaluation of the RFP responses and interview results, the Park District will rank the respondents and select the top-ranking organization with whom to attempt to negotiate an agreement as determined by the Park District to be in the best interest of the Park District. If negotiations are not successful with the top-ranked organization, the Park District will attempt to negotiate a contract with the second-ranked organization and so on, or the Park District may pursue other methods of negotiation.
SECTION VI. EVALUATION FACTORS

The District will use the selection process outlined herein. An Interview and Selection Committee composed of key District staff and staff from other related agencies will review and evaluate responses to the RFP and will conduct interviews.

The points that have been assigned to each topic below are shown to the right of the title. The District will compare and evaluate all qualifying proposals and select an organization that, in the sole and absolute discretion of the District, can fully meet the requirements of the District, based upon the following factors:

<table>
<thead>
<tr>
<th>Section IV.A.</th>
<th>ITEM</th>
<th>CONSIDERATION</th>
<th>% WEIGHT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 &amp; 2</td>
<td>Submission Requirements and Format</td>
<td>Each proposal submitted must meet the requirements for submission and format. Failure to comply will result in the automatic disqualification of a submission from further consideration.</td>
<td>5%</td>
</tr>
<tr>
<td>3 &amp; 4</td>
<td>Experience and Background</td>
<td>Demonstration of experience with the types of equipment and services required to run the operation along with maintenance of the site. Years in business, amount of relevant experience (breadth and length). Evidence of a variety of experiences in operating a stable.</td>
<td>20%</td>
</tr>
<tr>
<td>5 &amp; 6</td>
<td>Operation Plan / Services / Improvements</td>
<td>The degree to which proposal addresses the operation and management plan. Proposed plan of services and evidence of ability to accomplish these objectives.</td>
<td>15%</td>
</tr>
<tr>
<td>7 &amp; 8</td>
<td>Payment to Park District / Charges to Customers</td>
<td>Projection of Sales. Evaluation of payments and evidence of ability to make the payments.</td>
<td>5%</td>
</tr>
<tr>
<td>9</td>
<td>Agreement requirements</td>
<td>Willingness to meet the requirements of the Agreement. Reasonable requests for changes will be accepted or negotiated at Park District’s sole discretion.</td>
<td>10%</td>
</tr>
<tr>
<td>10 &amp; 11 &amp; 12</td>
<td>Quality of Service</td>
<td>Demonstration of successful history and knowledge of personnel, management, operation, and marketing.</td>
<td>15%</td>
</tr>
<tr>
<td>13 &amp; 14</td>
<td>Financial Capability</td>
<td>Capability to provide services throughout the term with adequate strength to cover start-up costs and sustain possible losses; sources of financing and availability of immediate funds and backup funds. Must provide details of financial resources and stability of organization.</td>
<td>20%</td>
</tr>
<tr>
<td></td>
<td>Oral Interview</td>
<td>Interviewer’s evaluation</td>
<td>10%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>TOTAL</td>
<td>100%</td>
</tr>
</tbody>
</table>
SAMPLE CONCESSION AGREEMENT

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

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

1. FACILITY. That District, in consideration of the payment of concession fees hereinafter specified to be paid by Concessionaire and of the covenants and agreements herein contained to be performed and observed by Concessionaire, does hereby license to Concessionaire for the purposes hereinafter specified, that certain property, Anthony Chabot Equestrian Center (“the Facility”), located in Anthony Chabot Regional Park at 14600 Skyline Blvd, Oakland CA 94619 and as shown in Exhibit "A".

Concessionaire shall use the Facility only for the operation of an equestrian facility. Installation of additional or different structures than that shown in Exhibit A will require prior written approval of the District, which may be granted or denied in District’s sole discretion.

2. TERM. This License is granted for a term of two years beginning ___________ and terminating ______________. Concessionaire may request to extend the term of the Agreement for one ___________ period, beginning ___________ and ending____________. Concessionaire shall give notice to District 180 days prior to expiration of initial term to request the extension period. District shall respond within thirty days to such request.

This Agreement shall be subject to early termination as follows:

a. Upon at least 180 days prior written notice to such effect by Concessionaire to District.

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

3. USE OF THE FACILITY. Concessionaire shall use the Facility to operate, manage and maintain the service operations for the public stable as described in Exhibit “B” upon the terms and conditions of this Agreement and for no other purposes.
4. FACILITY AND EQUIPMENT PROVIDED BY DISTRICT. Upon commencement of the Term, District shall provide to Concessionaire the Facility and Equipment as listed on Exhibit “C”. Notwithstanding the foregoing, the structures and equipment listed on Exhibit C may be provided by District in District’s sole discretion.

5. FEES AND CHARGES.

   a. Concession Fee. Concessionaire shall pay to District as the Concession Fee, without deduction, set off, or demand, the sum equal to the following percentage of Concessionaire’s Gross Receipts, as defined in Section 3.b., for the prior calendar month for the initial term of this Agreement, the sum equal to __% of Concessionaire’s gross receipts upon the Premises.

   Following the first whole or partial month of the term hereof, Concessionaire shall furnish to the District by the 20th day of each month, a verified statement of its total gross receipts for the preceding month (as shown in Exhibit “D”) along with the Concession Fee for that period. The monthly statement and the Concession Fee shall be mailed to the Finance Department, P.O. Box 5381, Oakland, California 94605-0381.

   b. Gross Receipts. Concessionaire is required to recognize its revenue with a cash basis accounting method. The term "gross receipts" herein shall include the total aggregate amount of the business done, sales made, rentals, residence income, commissions received, and services performed by Concessionaire in, on, or from the Premises for cash and on credit (it being understood that sales on credit are to be included in gross receipts when cash (or a check) is received by Concessionaire). In addition, gross receipts shall also include the total aggregate amount received by Concessionaire from the operating of vending machines. Gross receipts shall not include the amount of any tax on sales from the Premises where such taxes are added to the selling price, stated separately, and paid by Concessionaire’s customers, and remitted directly to the taxing authorities by Concessionaire.

       i. Concessionaire will maintain detailed records regarding lessons, training and commissions earned by retaining independently verifiable written reports that show date, name of participants, amount collected, and keep a comprehensive all-inclusive calendar of events and class rosters at least for three (3) years, to substantiate accuracy of Concessionaire’s reported gross receipts.

       ii. Sales of the Concessionaire’s fixed assets, such as equipment, will not be considered part of gross receipt. The exception would be sale of horses, if these sales are considered a routine source of revenue for the business. If considered a revenue source, the net profit on the sale of a horse would be included in gross receipts. In addition, boarder reimbursement for actual costs or services, such as veterinarian fees or tack purchases, should not be included in gross receipts. However, if the Concessionaire adds a "handling or service" fee to the actual costs, then this "handling or service" fee shall be included in gross receipts.
iii. If Concessionaire intends to keep more than two (2) of his/her own horses at this stable, Concessionaire must pay applicable fees. No other stalls shall be used free of charge.

c. Concessionaire's Maintenance Fund. In addition to the percentage Concession Fee paid during the term pursuant to Section 3.a. and the ongoing maintenance required by this Agreement, Concessionaire agrees to pay for major maintenance, replacement, or addition of District-owned facilities, the sum equal to ___% of Concessionaire's gross receipts upon the Premises for the prior calendar month. District will account for these funds in a separate account designated as "Anthony Chabot Equestrian Center Concession Maintenance Fund" and maintain adequate records thereof. These funds are solely for maintenance and improvements to the facility. Concessionaire acknowledges that they possess no right, title or interest in these funds other than to help administrate pursuant to this Section. Expenditures from this maintenance fund shall require District's prior written approval. If Concessionaire uses its own labor for these projects, payment for such labor for this Section must be preapproved by the District. Credit for a manager or supervisor will only be allowed for reimbursement if: there are no other employees that regularly do the work, reimbursement must be at the regular rate of pay for the work not the supervisor or manager rate; and hours and rate must be preapproved by the District. Reimbursement may include 16% of wages for payroll taxes. Ten percent (10%) of the paid Concession Maintenance Fund fees will be retained in the Fund to accumulate funds for major capital improvements (projects over $50,000) such as roofs.

Concessionaire and District staff will prepare a maintenance fund plan and schedule by March 1, each year and District staff will route the schedule to obtain the necessary District approvals and prioritization. Concession maintenance and/or replacement categories are listed in Exhibit “E”.

d. Late Charge. If any installment of the Fees due from Concessionaire are not received by District when due, the District may assess a sum of 10% of the overdue fee as a late charge. Any late charges assessed will be invoiced by the District. Acceptance of any late fee payment shall not constitute a waiver of Concessionaire's default with respect to the overdue amount or prevent District from exercising any of the other rights and remedies available to District.

e. Records - Inspection. Concessionaire shall keep true and accurate books and records showing all of its income and expenses and business transactions in connection with the Concession in separate records of account in a manner reasonably acceptable to District, and District shall have the right through its representatives, and at all reasonable times, including any time during the one year period following the termination of the Agreement, to inspect such books and records including State of California sales tax return records, Federal and State income tax returns and Federal and State payroll tax reports. Concessionaire shall keep gross receipt deposits and cash disbursements related to the operation of the Concession in a separate bank account. Concessionaire shall deliver all such records to the District address upon request.

f. On-site Residence. During the term of this Agreement, Concessionaire or an employee of Concessionaire shall reside in the residence provided by the District.
Such residence shall terminate upon termination of the term of this Agreement. Concessionaire will be required to leave the residence in a clean and reasonable condition. If not, District shall have the right to bill the Concessionaire for excessive cleaning and repair of the residence. No person shall reside elsewhere on the premises without District’s written permission. Any rent collected from employees shall be included in Concessionaire’s Gross Receipts.

g. User Rates and Agreements. The rates and charges to users of the Concession are listed in Exhibit “F” which is attached hereto and made a part hereof.

6. PROMOTION and SIGNS. Concessionaire shall not display any signs whatsoever within the park or on the Facility without the prior written consent of the Park Supervisor. Application for such consent shall show in reasonable detail the type, character and size of any such sign Concessionaire desires to display. District agrees not to withhold nor delay approval of reasonable requests for signs.

Concessionaire shall maintain one or more bulletin boards for posting notices hours of operation, fees, safety regulations, information about activities on the Facility, etc., and may distribute pamphlets or brochures describing the services and activities available on the Facility. All promotional materials shall contain the reference "Las Trampas Regional Park, an East Bay Regional Park District facility”.

7. CONDITION OF FACILITY AND EQUIPMENT. Concessionaire acknowledges and agrees that the Facility is in good and tenantable condition. Concessionaire further acknowledges that the equipment to be provided by District is in good operating condition. Concessionaire shall accept the Facility and equipment to be provided by District in their presently existing "as is" condition and agrees that District shall not be obligated to make any alterations, additions or improvements thereto.

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

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

Concessionaire is granted authority to develop, administer and regulate the activities of trainees and others using the Facility pursuant to posted rules and regulations governing use of the Facility. All such rules and regulations must be approved in advance in writing by the District’s General Manager and shall not conflict with District Board policy and other rules and regulations established by District. District ordinances and rules and regulations shall take precedence. Concessionaire shall post all facility rules and instruct customers on the safe operations of all activities on the Facility.
In the case of abuse of the facility or unsafe actions on the part of any person(s), Concessionaire shall courteously and respectfully point out such abuse or unsafe action and request that such person(s) refrain from so doing. Should such action persist or in the case of any dispute, the matter shall be promptly referred to the Supervisor of the Park or, in case of present danger, to a District Police Officer.

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

9. EMPLOYEES-PERSONNEL. All persons employed or utilized in connection with the operation of the Facility, including relatives and minors, age of fourteen and above, with valid work permits and employed under the strict guidelines of California Child Labor laws, shall be adequately trained for such purposes, shall be courteous, shall be suitably and neatly attired in uniform with Concession logo so as to be recognizable as employees of Concessionaire. If in the reasonable judgment of District, any such person is incompetent, disorderly, discourteous, or otherwise objectionable, such person, including relatives, shall be discharged or reassigned to a non-District facility upon Concessionaire’s receipt of written notice from District’s General Manager to such. Concessionaire shall devote his/her own time and attention to the conduct of the services to be rendered on and from the Facility to the extent reasonably required to ensure such standards of operation called for in this Agreement.

Concessionaire shall insure all employees who supervise minors meet the provisions of the Public Resources Code, Section 5164 (Exhibit “G”), that Concessionaire will require employees that have direct supervision over or conduct programs with minors, to be fingerprinted. Concessionaire shall have available to the District a certificate showing that within the last two years, every person employed in programs with minors has been examined and has been found to be free of communicable tuberculosis, all in accordance with the provisions of the Public Resources Code, Section 5163 (Exhibit G).

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

11. UTILITIES. Except as otherwise specified, Concessionaire shall promptly pay for all services and utilities consumed on the Facility, including without limitation electricity, gas, telephone, and water. Concessionaire shall be responsible for telephone service and for all costs related to the burglar alarm systems on its portion of the Facility. The District currently provides and will continue to provide a holding tank and pump-out arrangement for sewer service, free of charge to Concessionaire.

12. FACILITY AND EQUIPMENT PROVIDED BY CONCESSIONAIRE. Concessionaire shall provide, at its own expense, other equipment, as needed, which equipment is not provided by District. This equipment will remain the property and responsibility of Concessionaire
who shall obtain written approval of District prior to providing any other equipment that Concessionaire deems to be necessary for the good and proper operation of the recreation area.

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

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

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

Concessionaire expressly agrees, at its own cost and expense, to maintain and operate all of the Facility in a clean, safe, wholesome, and sanitary condition free of trash, garbage or obstructions of any kind and in compliance with any applicable laws, rules or regulations of any governmental authority having jurisdiction over the Facility. Concessionaire shall remedy without delay any defective, dangerous, or unsanitary conditions. Concessionaire must meet quarterly with the Park Supervisor.

In addition to the general maintenance required above, Concessionaire additional maintenance as listed in Exhibit “H”.

14. CONCESSIONAIRE'S ALTERATIONS AND IMPROVEMENTS. At any time during the term hereof, Concessionaire shall have the right, subject to prior written approval by District as hereinafter provided, to construct alterations, additions and/or improvements to the Facility, at Concessionaire's sole cost and expense and without reimbursement from the District. Whenever Concessionaire desires to construct alterations, it shall prepare specifications and working drawings and submit them to District’s Design Department for approval, which approval shall not be unreasonably withheld, provided that the proposed work will be of high quality, compatible with the purposes described and compatible in finish, color, and design with the existing structures on the Facility and the Park environment.
Upon expiration or termination of this Agreement, any alterations to the Facility or to any structures located thereon, and all fixtures, shall remain upon the Facility and be surrendered to and become the property of the District.

15. PRIOR APPROVAL FOR WORK PERFORMED. Licensee agrees that prior to construction of new facilities or demolition, repair, removal or alteration of existing facilities, details of the proposed scope of work must be submitted in advance and in writing to Park District for review and approval, which may be approved or denied in Park District’s sole discretion. Park District’s approval or disapproval shall not be unreasonably delayed. Once any new improvements are installed, Licensee will not make any material alterations to them (such as an increase in height of a monopole) without obtaining the prior written approval of Park District. Licensee will install or reimburse Park District for any reasonable site security improvements deemed necessary by Park District.

Licensee’s Contractor Indemnification & Insurance: Prior to the commencement of alteration and improvement work, the Licensee’s Contractor shall provide and maintain the insurance requirements specified in Exhibit ”I”.

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

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

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

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

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

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

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

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

a. General Liability (Bodily Injury and Property Damage) including Facility and Operations (including off-site operations), Blanket Contractual Liability, Broad Form Property Damage, Products and Completed Operations, Personal Injury, and Owners and Contractors Protective Liability in an amount not less than $1,000,000 per occurrence and at least $2,000,000 in the aggregate which amount may be satisfied through an umbrella policy.

b. Fire/Property Insurance on all improvements and equipment owned by the Concessionaire. Standard Fire Insurance with extended coverage and vandalism and malicious mischief endorsements thereon, on all improvements owned by the concessionaire, placed or constructed upon the Facility by Concessionaire, in an amount equal to 90% of the full replacements cost thereof, and insuring the interests of the District and the Concessionaire as same shall appear. Concessionaire and District agree, to extent permissible, that they will waive their rights to subrogate fire damage. The policy shall contain a special endorsement that such proceeds shall be disbursed and used to repair or rebuild and such improvements so damaged or destroyed (if such course of action is required by this Agreement.)

c. Automobile Liability (Bodily Injury and Property Damage) extending to owned, non-owned and hired vehicles and including contractual liability covering all liability assumed under the License in an amount not less than $1,000,000 per occurrence.

d. Worker’s Compensation as required by law and Employer’s Liability with limits of $500,000 per occurrence. The insurer will waive all rights of subrogation against District, its officials, directors, employees, agents and volunteers.

e. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and are subject to approval by District.

f. Other Insurance Provisions: The policy is to contain, or be endorsed to contain, the following provisions:
i. Concessionaire shall name District, its officials, directors, employees, agents and volunteers as additional insured in its General Liability and Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to District, its officials, directors, employees, agents or volunteers.

ii. Concessionaire’s insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to District, its officials, directors, employees, agents or volunteers.

iii. All endorsements to policies shall be executed by an authorized representative of the insurer.

g. All Coverages:

i. Each insurance policy required by this clause shall be endorsed to state that District will be provided thirty (30) days written notice of cancellation or material change in the policy language or terms.

ii. Insurance is to be placed with insurers with an A.M. Bests’ rating of no less than A- or better.

iii. Concessionaire shall furnish District with certificates of insurance and endorsements to the policies evidencing coverage required by this License prior to the start of operations at the Facility. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate of insurance and endorsements shall be on a form utilized by Concessionaire’s insurer in its normal course of business and shall be received and approved by District prior to execution of this License by District. District reserves the right to require complete, certified copies of all required insurance policies in the event of an insurance claim. The Concessionaire shall provide proof that any expiring coverage has been renewed or replaced at least two weeks prior to the expiration of the coverage.

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

20. WAIVER OF CONTRACT TERMS. No waiver by either party at any time of any of the terms, conditions, or covenants of this Agreement shall be deemed as a waiver at any time thereafter of the same or of any other terms, condition, or covenant herein contained, nor of the strict and prompt performance thereof. No delay, failure or omission of District to re-enter the Facility or to exercise any right, power, privilege, or option or be accrued shall impair any such right, power, privilege, or option or be construed as a waiver of such default or a relinquishment of any right or acquiescence therein. No notice to the Concessionaire shall be required to restore or revive time as of the essence after the waiver by the District of any default. No option, right, power, remedy, or privilege of District shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given to the District by this Agreement shall be deemed cumulative.
21. COVID-19 ACKNOWLEDGMENT, WAIVER AND ASSUMPTION OF RISK: The Licensee acknowledges that the novel coronavirus, COVID-19, is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. The Licensee acknowledges and agrees that the East Bay Regional Park District is directing all individuals that participate in permitted activities to conduct the activities in compliance with the applicable Federal, State, County and local health orders. Further, any volunteer recognizes that it is their own responsibility to ensure compliance with all applicable orders. Further, the Licensee acknowledges and understands that the East Bay Regional Park District does not and cannot guarantee that any participants will not become infected with COVID-19 while participating in the permitted activities. The Licensee hereby releases, covenants not to sue, discharges, and hold harmless the East Bay Regional Park District, its Board of Directors, officers, employees, agents, and representatives from any claims, including all liabilities, actions, damages, costs or expenses of any kind arising out of or relating to the permitted activities including but not limited to any illness, death, and loss of any kind by volunteers related to COVID-19. The Licensee understands and agrees that this waiver, release and assumption of risk includes any claims based on the actions, omissions, or negligence of East Bay Regional Park District, its Board of Directors, officers, employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any activity.

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

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

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

24. PAYMENT OF DEBTS - NO LIENS. Concessionaire shall promptly pay all debts incurred by it for materials, supplies, equipment, merchandise or services used in or about or in connection with its business or operations, and the wages and salaries and payroll taxes of all employees employed thereon. Concessionaire shall permit no liens to be levied upon or to attach to any property used by it in the performance of this Agreement. Concessionaire shall pay before delinquency all license fees, taxes, and assessments imposed, levied or assessed upon items or upon any property used by Concessionaire in the performance of this Agreement or upon Concessionaire’s possessory interest therein, upon Concessionaire's business or activity conducted hereunder or Concessionaire's right to conduct same, or based upon the proceeds of such business or activity.
25. ASSIGNMENT AND SUBLETTING. Concessionaire shall not voluntarily or by operation of law assign, transfer, sublet, or otherwise transfer or encumber all or any part of Concessionaire's interest in the License or in the Facility.

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

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

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

29. SAFETY. No special events will be conducted by Concessionaire without prior approval by the District. In order to ensure the safety of the public, these safety precautions will be followed at all times:

a. Fire Protection. Concessionaire shall take all necessary precautions to prevent fire in or about the Premises, and Concessionaire shall carefully observe all rules of District relative to fire prevention. Concessionaire shall, at its expense, install and maintain such fire prevention and firefighting practices and equipment as may be specified or required by Alameda County or any other agency having jurisdiction to regulate fire prevention measures at the Premises.

Fuel Polygon ACOO1 & ACOO2: Concessionaire will allow District to follow the prescription for maintaining a fuel break with mandated work and timelines; this may include weed trimming by hand or goat.

b. Hazardous Substances. No goods, merchandise or material shall be kept, stored, or sold in or on said Premises which are in any way explosive or hazardous; and no offensive or dangerous trade, business, or occupation shall be carried on therein or thereon, and nothing shall be done on said Premises, other than as is provided for in this contract, and no machinery or apparatus shall be used or
operated on said Premises which will in any way injure said Premises or adjacent buildings. Gasoline and other flammable material shall be stored, handled, and used by Concessionaire as required by present or future regulations and laws.

i. Concessionaire represents and warrants to District that Concessionaire will not generate, store, release or dispose of any hazardous materials on, under or about the Premises in violation of any hazardous substance laws (as defined below). Concessionaire shall indemnify, defend and hold District harmless from any costs, losses, claims, damages, penalties and liabilities arising from Concessionaire's generation, storage, release, or disposal of any hazardous materials on or about the Premises. The provisions of this section will survive the expiration or termination of this Agreement.

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

30. NOTICES. Any notice required or desired to be given or served hereunder shall be deemed properly given or served if sent by registered mail, postage prepaid, addressed to:

For District:
East Bay Regional Park District
2950 Peralta Oaks Court
P.O. Box 5381
Oakland, California 94605
Attention: Business Services Manager

For Licensee:

or at such other address as shall be last furnished in writing by one party to the other. For day to day operations, the contact at District shall be the Business Services Manager, (510) 544-2513; and the contact for Licensee shall be ________________________________.

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

   a. The abandonment, vacation, or discontinuance of operations on the Facility for more than one day.
b. The failure of Concessionaire to make any payment of license fees or any other payment required to be made by Concessionaire hereunder, upon ten days written notice from District of non-payment.

c. The interest of Concessionaire in the Agreement is assigned, transferred, passes to or devolves upon, by operation of law or otherwise, to any other person, firm, or corporation without the written consent of the District.

d. The failure of Concessionaire to operate in the manner required by this Agreement, where such failure continues for more than thirty days after written notice from the District to correct the condition specified.

e. The failure to maintain the Facility and the improvements constructed thereon in a state of repair required by this Agreement, and in a clean, sanitary, safe condition, where such failure continues for more than thirty days after written notice from the District for correction thereof.

f. Deterioration of service for any period which materially and adversely affects the operation or service required to be performed by Concessionaire under the Agreement which is not corrected within thirty days after written notice from the District for correction thereof; and the failure to maintain service standards thereafter.

g. The failure of Concessionaire to keep, observe and perform all other promises, covenants, conditions and agreements set forth in this Agreement including compliance with local, state and federal law, where such failure continues for more than thirty days after written notice from the District for correction thereof.

h. The filing of a voluntary petition in bankruptcy by Concessionaire, the adjudication of Concessionaire as a bankrupt, the appointment of any receiver of Concessionaire’s assets, the making of a general assignment for the benefit of creditors, and or a petition or answer seeking a reorganization of Concessionaire under the federal bankruptcy laws or any other federal or state laws.

i. Concessionaire’s material misrepresentation of facts in its required forms, documents, and submittals required as part of this Agreement or in the submittals in the solicitation and selection of Concessionaire to perform the services under this Agreement.

j. The filing of any lien or stop notice on account of Concessionaire where such lien/notice is not removed or enjoined and/or a bond for satisfaction of such lien is not posted within ten days.

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

a. Terminate this License in which case Concessionaire shall immediately surrender possession of the Facility to District.

b. Take possession of the Facility as the agent and on account of Concessionaire, and if it so elects may license or rent the whole or any part of the Facility for the balance or any part of the term of this License and retain any license fees received
and apply the same in payment on account of Concessionaire. The performance of any or all of said acts by District shall not release Concessionaire from the full and strict compliance with all of the terms, conditions and covenants of this License on Concessionaire’s part and Concessionaire shall pay any deficiency that may exist after deducting any license fees received, if any.

c. It is understood that the remedies herein provided for District in case of a violation of the terms of this License by Concessionaire are not exclusive but are in addition to the remedies provided by law or at equity, and any of which remedies District shall have the right to use at its option.

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

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

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

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

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

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

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

CONCESSIONAIRE

By ____________________________

Date __________________________

EAST BAY REGIONAL PARK DISTRICT

By ____________________________

General Manager – Robert E. Doyle

Date __________________________
EXHIBIT B
USE OF THE FACILITY

The Facility shall be used by Concessionaire solely for the purpose of boarding horses in stalls or stall/paddock combinations (no pasture boarding available), conducting riding lessons, providing clinics, selling horse related items and for no other purpose unless otherwise provided herein, without the prior written consent of District in its sole discretion. Said services shall be conducted and offered on substantially the same basis as like services are conducted and offered by other high-quality stables open to the general public.

Concessionaire may sell food or beverages to the public or patrons on the Facility only with the prior written consent of District and with prices approved by the District. Use of Facility includes:

a. A full-service equestrian facility for the public, including but not limited to, horse boarding, horse rentals, instruction for adults and youth, and other programs consistent with or complementary to an equestrian facility (for example, horse shows and clinics, educational, instructional and other services consistent with an equestrian facility); as well as outreach programs for the underserved. The lesson program should offer a variety of trainers that meet the needs of boarders first, and second provide training and access opportunities for others to the site and park trails. Trainers must meet the necessary insurance requirements.

b. Provide excellent customer services and maintain a friendly and courteous atmosphere at all times.

c. Offer hours of operation consistent with a public equestrian facility. Facility must be open to the public every day of the week. Post hours of operation.

d. Provide access to District Volunteer Patrol and Public Safety Access.

e. Post barn rules and suggestion/complaint/grievance procedure in a prominent location. (also see section 29) Post name(s) of person in charge if other than Concessionaire.

f. Current Concessionaire will supply the current waiting list of interested boarders. The new Concessionaire will develop a form for potential boarders to complete and add their names to the list. Cre will keep and maintain the written boarding waiting list.

g. Maintain the Facility to maximize accessibility, general safety, and overall appearance.

h. Maintain a smoke-free environment.

i. Assume all maintenance, upkeep and operational obligation for the property at no cost to the District.

j. Provide a manure removal program that allows no more than 80 cubic yards of manure
k. Provide a presence (by Concessionaire, or an employee, or person acting on behalf of Concessionaire) on the site to operate the facility and respond to emergencies on a 24 hour per day, 365 days per year basis.

l. Concessionaire agrees to hold routine monthly Boarder meetings to keep tenants informed of current activities, future plans, projects, etc.

m. Concessionaire agrees to permit non-customer park users to enter the Facility to water their horses and use restroom facility during normal business hours. Concessionaire shall provide emergency telephone service and first aid to such park users to the extent reasonably possible with available personnel.

n. If any animal, other than a horse, is requested to add to the facility, the Park Supervisor must give prior written approval.

o. Other. Other or additional activities by Concessionaire shall require the prior written consent of District, which consent may be granted or withheld in District's sole discretion. Concessionaire shall comply with any and all present laws, general rules or regulations of District and any governmental authority now in force relating to sanitation or public health, safety or welfare and environmental matters relating to the condition, use or occupancy of the Facility during the Term. Such rules, regulations and policies of District may include, without limitation, containers for trash removal to aid in the control of yellow jackets and other insects. Concessionaire shall remedy without delay any defective, dangerous, or unsanitary conditions within Concessionaire's responsibility. Concessionaire shall not use the Facility in any manner that will constitute waste, nuisance, or unreasonable annoyance to the public.

**FACILITY RESIDENCE.** There are two (2) residences on the premises. During the term of this Agreement, Concessionaire or an employee of Concessionaire shall reside in the security residences provided by the District. Such residences shall terminate upon termination of the term of this Agreement. Concessionaire will be required to leave the residences in a clean and reasonable condition. If not, District shall have the right to bill the Concessionaire for excessive cleaning and repair of the residences. No person shall reside elsewhere on the premises without District's written permission.

If rent is collected for one or both of the residences, this rent shall be included in gross receipts and fees shall be paid on this income.

**RESTRICTED SALES AND USES**

a. Sales and Rentals. District reserves the right to prohibit the sale, rental, or use by Concessionaire of any article or item which District regards as objectionable or beyond the scope of merchandise or equipment deemed necessary for proper services to the public or of inferior quality.
b. Chemicals. No pesticides, herbicides or fungicides may be used by Concessionaire at the Facility that is not approved in writing by District in advance of proposed use.

c. Waste Reduction. District prohibits the sale or use of non-recyclable containers or plastics. No pull-top cans with removable tabs are to be used or sold by Licensee. Licensee must maintain a recycling program or pre-arrange with park staff to utilize the park's recycling containers for various materials - beverage containers, mixed paper, cardboard as well as green waste.

d. Storage. Concessionaire shall not store supplies, equipment or other items outside of a structure at the Facility, except as specifically approved in writing by District in advance of such storage.

e. Private Vehicles. Concessionaire's personnel may drive private vehicles into areas of the Park restricted to non-District vehicles only as required for loading and unloading items used to operate the Facility. Operation of such vehicles shall be subject to regulations established by District from time to time.

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

SUGGESTIONS-GRIEVANCE COMPLAINT PROCEDURE

Concessionaire agrees to install, maintain, and operate the following suggestions procedure and complaint procedure for the Facility. Concessionaire shall post and keep posted on the club room bulletin board the following notices:

**Procedures for Suggestions**

1. Any person desiring to present any suggestion concerning the operation or condition of the Anthony Chabot Equestrian Center shall present same in writing to the Facility Manager.

2. The Facility Manager shall respond in writing to the person, with a copy to be mailed to the Business Service Manager, East Bay Regional Park District, 2950 Peralta Oaks, Oakland CA 94605.

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

**Procedures for Grievances/Complaints**

1. Any person (“complainant”) desiring to present a complaint concerning the operation
or condition of the Anthony Chabot Equestrian Center shall present same verbally to the Facility Manager.

2. If the complaint is not addressed within 5 business days, the complaint must be submitted in writing to the Facility Manager with proof of receipt and with a copy to be mailed to the Business Services Manager, East Bay Regional Park District, 2950 Peralta Oaks, Oakland CA 94605.

3. The Facility Manager must respond in writing to the complainant within 5 business days, with proof of receipt and with a copy to be mailed to the Business Services Manager.

4. If the complaint is not settled by this action, the complainant may send a written request for arbitration from the Business Services Manager. Arbitration of the complaint will be settled within 30 days of receipt by the Business Services Manager.
<table>
<thead>
<tr>
<th>Qty</th>
<th>Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Caretaker Residence - House w/ fenced yard</td>
</tr>
<tr>
<td>1</td>
<td>Caretaker Residence - Modular Unit w/ fenced yard</td>
</tr>
<tr>
<td>1</td>
<td>Tool Shed</td>
</tr>
<tr>
<td>1</td>
<td>Flameable Liquid Shed</td>
</tr>
<tr>
<td>1</td>
<td>Round Barn</td>
</tr>
<tr>
<td>42</td>
<td>Panels for Round Barn Outdoors - outside edges</td>
</tr>
<tr>
<td>56</td>
<td>Panels for Round Barn Outdoors - inside edges</td>
</tr>
<tr>
<td>1</td>
<td>A-frame Barn - 2 sides (known as: New Barn)</td>
</tr>
<tr>
<td>32</td>
<td>Panels for the New Barn</td>
</tr>
<tr>
<td>1</td>
<td>Round Pen</td>
</tr>
<tr>
<td>12</td>
<td>Panels for the Round Pen</td>
</tr>
<tr>
<td>1</td>
<td>Gate for Round Pen</td>
</tr>
<tr>
<td>1</td>
<td>Lower Arena with Turnouts on the sides</td>
</tr>
<tr>
<td>29</td>
<td>Panels for the Lower Arena</td>
</tr>
<tr>
<td>1</td>
<td>Gate for Lower Arena</td>
</tr>
<tr>
<td>70</td>
<td>Panels for Turnouts</td>
</tr>
<tr>
<td>5</td>
<td>Gates for Turnouts</td>
</tr>
<tr>
<td>1</td>
<td>Upper Barn (known as: Long Barn)</td>
</tr>
<tr>
<td>14</td>
<td>Panels for the Long Barn</td>
</tr>
<tr>
<td>6</td>
<td>Gates for the Long Barn</td>
</tr>
<tr>
<td>1</td>
<td>Upper Arena</td>
</tr>
<tr>
<td>26</td>
<td>Panels for the Upper Arena</td>
</tr>
<tr>
<td>1</td>
<td>Gate for the Upper Arena</td>
</tr>
<tr>
<td>1</td>
<td>Eastside Corral</td>
</tr>
<tr>
<td>31</td>
<td>Panels for the Eastside corral</td>
</tr>
<tr>
<td>5</td>
<td>Gates for the Eastside corral</td>
</tr>
<tr>
<td>1</td>
<td>Hay Barn</td>
</tr>
<tr>
<td>2</td>
<td>Wooden Gazebo (donated by Concessionaire)</td>
</tr>
<tr>
<td>12</td>
<td>Panels - extra turnout</td>
</tr>
<tr>
<td>3</td>
<td>Big rain barrels</td>
</tr>
<tr>
<td>1</td>
<td>Small rain barrel</td>
</tr>
<tr>
<td></td>
<td>Mats for walkways at Upper barn and New barns</td>
</tr>
</tbody>
</table>
# EXHIBIT D
## Sample Statement

### Anthony Chabot Equestrian Center

<table>
<thead>
<tr>
<th>Previous balance</th>
<th>January</th>
<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>July</th>
<th>August</th>
<th>September</th>
<th>October</th>
<th>November</th>
<th>December</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>STALLS 45 - 59 @ $545</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
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<tr>
<td>STALLS 60 - 65 @ $560 (&amp; temp stalls)</td>
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<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
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<td>0.00</td>
<td>0.00</td>
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<tr>
<td>STALLS 1 - 44 @ $580</td>
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<td>0.00</td>
<td>0.00</td>
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<td>0.00</td>
<td>0.00</td>
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<tr>
<td>Additional Services</td>
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<td>0.00</td>
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<tr>
<td>TRAINERS FEE (10%)</td>
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<td>0.00</td>
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<td><strong>Total Revenue</strong></td>
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<td>0.00</td>
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<tr>
<td><strong>Concession Fee</strong></td>
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<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
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<tr>
<td><strong>Maintenance Fee</strong></td>
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<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
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<td>0.00</td>
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<td>0.00</td>
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</tr>
<tr>
<td><strong>Total</strong></td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
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<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

**Rent Payment**

Cash receipt date: 0.00

| STALL 1 | STALL 2 | STALL 3 | STALL 4 | STALL 5 | STALL 6 | STALL 7 | STALL 8 | STALL 9 | STALL 10 | STALL 11 | STALL 12 | STALL 13 | STALL 14 | STALL 15 | STALL 16 | STALL 17 | STALL 18 | STALL 19 | STALL 20 | STALL 21 | STALL 22 | STALL 23 | STALL 24 | STALL 25 | STALL 26 | STALL 27 | STALL 28 | STALL 29 | STALL 30 | STALL 31 | STALL 32 | STALL 33 | STALL 34 | STALL 35 | STALL 36 | STALL 37 | STALL 38 | STALL 39 | STALL 40 | STALL 41 | STALL 42 | STALL 43 | STALL 44 | STALL 45 | STALL 46 | STALL 47 | STALL 48 | STALL 49 | STALL 50 | STALL 51 | STALL 52 | STALL 53 | STALL 54 | STALL 55 | STALL 56 | STALL 57 | STALL 58 | STALL 59 | STALL 60 | STALL 61 | STALL 62 | STALL 63 | STALL 64 | STALL 65 |
|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| $0     | $0     | $0     | $0     | $0     | $0     | $0     | $0     | $0     | $0     | $0     | $0     | $0     | $0     | $0     | $0     | $0     | $0     | $0     | $0     |

Temp Stall $0 $0 $0 $0 $0 $0 $0.00 $0 $0 $0 $0 $0 $0 $0 $0 $0 $0 $0 $0 $0.
EXHIBIT E

CONCESSIONAIRE MAINTENANCE FUND CATEGORIES

The minimum dollar amount for a project to be approved for this fund is $300. No maintenance fund activities shall begin without District’s prior written approval. Work requiring design approval, specific plans and/or specifications, as appropriate, must be submitted to District and approved by District's Design and/or Trades staff. Such review will be completed by District within ninety (90) working days of receipt, with Concessionaire responsible to meet all reasonable requests for revision or amendment.

Upon completion of an approved maintenance project or equipment purchases, the Concessionaire will submit to the Business Services Analyst or the Park Supervisor a summary of project costs, original invoices, and copies of front and back of canceled checks to vendors. Any unexpended major maintenance and/or replacement of funds at the end of the term shall become the property of District and shall be used to improve the Premises.

Maintenance Fund categories are established by District and may include the following items:
   (a) Painting building and facility interiors.
   (b) Landscaping/tree replacement program (including arborist and hazardous trees.)
   (c) Replacement of horse damaged structures on the Facility.
   (d) Installation of automatic horse watering equipment and new feeding devices.
   (e) Upgrading of boarder convenience facility.
   (f) Construction of new structures with prior District approval.
   (g) Fencing and/or gate replacement
   (h) Fire protection.
   (i) Enhancement or development of arenas.

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

All new acquired fixed assets that will become property of the District must be placed on an inventory list and a District identification number affixed, if possible. This will be the responsibility of the Park Supervisor and the Business Services Analyst.
EXHIBIT F
RATES, CHARGES and AGREEMENTS

The rates and charges to users of the Concession are approved annually through the District's Fees and Charges update period.

Rate Increases. Concessionaire shall not increase the user rates in this Exhibit and/or institute any additional services and charges without the prior written consent of the District, which consent shall not be withheld unreasonably. For rate increases, the Concessionaire must submit requests during the annual Fees and Charges update period initiated. District will notify the Concessionaire of the time period for the annual update.

Concessionaire will attempt to keep prices below competitors' pricing. District agrees to approve any price changes that are below immediate competitor prices.

Boarder Agreement. Border Agreements must include a non-discrimination clause as stated in this agreement Section 24. Concessionaire is responsible for submitting their Boarder Selection and Wait List Process to the Business Services manager by the first day of operation. Original boarding agreements must be retained for three (3) years after their expiration. The Boarder Selection and Wait List Process must be equitable and non-discriminatory. All boarders shall occupy space pursuant to the terms of the attached Boarder Agreement, Exhibit "I" which Exhibit is attached hereto and made a part hereof. Boarders will not be allowed to sublet their stalls. All students shall be required to sign a Waiver of Liability pursuant to the terms of the attached Boarder Agreement, Exhibit "J" which Exhibit is attached hereto and made a part hereof.

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

<table>
<thead>
<tr>
<th></th>
<th>ANTHONY CHABOT EQUESTRIAN CENTER</th>
<th>(510) 569-4428</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Boarding</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12x16 Stall</td>
<td>$545/month</td>
<td></td>
</tr>
<tr>
<td>10x20 Stall</td>
<td>$560/month</td>
<td></td>
</tr>
<tr>
<td>12x24 Outside Stall</td>
<td>$580/month</td>
<td></td>
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<tr>
<td><strong>Lessons</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Private</td>
<td>$60/hour</td>
<td></td>
</tr>
<tr>
<td>Semi-Private</td>
<td>$50/hour</td>
<td></td>
</tr>
<tr>
<td>Group</td>
<td>$35/hour</td>
<td></td>
</tr>
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</table>
5163.
(a) No person shall initially be employed in connection with a park, playground, or beach used for recreational purposes by a city or county in a position requiring contact with children, or as a food concessionaire or other licensed concessionaire in that area, unless the person produces or has on file with the city or county a certificate showing that within the last two years the person has been examined and has been found to be free of communicable tuberculosis.

(b) Thereafter, those employees who are skin test negative shall be required to undergo the foregoing examination at least once each four years for so long as the employee remains skin test negative. Once an employee has a documented positive skin test which has been followed by an X-ray, the foregoing examination is no longer required and a referral shall be made within thirty days of the examination to the local health officer to determine the need for follow-up care. "Certificate" means a document signed by the examining physician and surgeon who is licensed under Chapter 5 (commencing with Section 2000) of Division 2 of the Business and Professions Code, or a notice from a public health agency or unit of the tuberculosis association which indicates freedom from active tuberculosis.

5164.
(a) (1) A county, city, city and county, or special district shall not hire a person for employment, or hire a volunteer to perform services, at a county, city, city and county, or special district operated park, playground, recreational center, or beach used for recreational purposes, in a position having supervisory or disciplinary authority over a minor, if that person has been convicted of an offense specified in paragraph (2).

(2) (A) A violation or attempted violation of Section 220, 261.5, 262, 273a, 273d, or 273.5 of the Penal Code, or a sex offense listed in Section 290 of the Penal Code, except for the offense specified in subdivision (d) of Section 243.4 of the Penal Code.

(B) A felony or misdemeanor conviction specified in subparagraph (C) within 10 years of the date of the employer’s request.

(C) A felony conviction that is over 10 years old, if the subject of the request was incarcerated within 10 years of the employer's request, for a violation or attempted violation of an offense specified in Chapter 3 (commencing with Section 207) of Title 8 of Part 1 of the Penal Code, Section 211 or 215 of the Penal Code, wherein it is charged and proved that the defendant personally used a deadly or dangerous weapon, as provided in subdivision (b) of Section 12022 of the Penal Code, in the commission of that offense, Section 217.1 of the Penal Code, Section 236 of the Penal Code, an offense specified in Chapter 9 (commencing with Section 240) of Title 8 of Part 1 of the Penal Code, or an offense specified in subdivision (c) of Section 667.5 of the Penal Code, provided that a record of a misdemeanor conviction shall not be transmitted to the requester unless the subject of the request has a total of three or more misdemeanor convictions, or a combined total of three or more misdemeanor and felony convictions, for violations listed in this section within the 10-year period immediately preceding the employer’s request or has been incarcerated for any of those convictions within the preceding 10 years.

(b) (1) To give effect to this section, a county, city, city and county, or special district shall require each such prospective employee or volunteer to complete an application that inquires as to whether or not that individual has been convicted of an offense specified in subdivision (a). The county, city, city and county, or special district shall screen, pursuant to Section 11105.3 of the Penal Code, any such prospective employee or volunteer, having supervisory or disciplinary authority over a minor, for that person’s criminal background.

(2) A local agency request for Department of Justice records pursuant to this subdivision shall include the prospective employee’s or volunteer’s fingerprints, which may be taken by the local agency, and any other data
specified by the Department of Justice. The request shall be made on a form approved by the Department of Justice. A fee shall not be charged to the local agency for requesting the records of a prospective volunteer pursuant to this subdivision.

(3) A county, city, city and county, or special district may charge a prospective employee or volunteer described in subdivision (a) a fee to cover all of the county, city, city and county, or special district’s costs attributable to the requirements imposed by this section.

(Amended by Stats. 2010, Ch. 719, Sec. 54. (SB 856) Effective October 19, 2010.)
EXHIBIT H
REQUIRED MAINTENANCE

1. Fill depressions in excess of two inches in blacktop in front of stalls as they occur.
2. Maintain the manure removal program.
3. No more than eighty cubic yards of manure may be at the Facility at any time.
4. Level stalls with soil frequently as depressions in excess of four inches occur.
5. Clean waterers at least monthly and more often as required to prevent algae buildup.
6. Shape or re-slope outside paddocks for improved footing and drainage at least annually.
7. Scrub down food managers as needed.
8. Replace burned out bulbs promptly.
9. Spread existing sand and drag and smooth both inside and outside arenas with a harrow and add material acceptable to District to maintain loose soil to a depth of four to five inches, at least bi-annually.
10. Clean all public restrooms daily.
11. Mow and remove weeds from exterior barns and at wayside areas. Maintain grounds free from fire hazard conditions.
12. Maintain landscaping and trees.
13. Maintain plumbing and irrigation system.
14. Repair fencing as needed.
15. Keep roof gutters clear of debris. Keep roofs free of leaves and tree branches.
16. Monitor and control pest problems - pigeons, flies, etc.
17. Check all fire hoses regularly and outside water source for fire engines.
18. Keep indoor arenas well sprinkled and minimize dust in barn.
19. Daily manure pick-up and sufficient amount of shavings applied. Old wet shavings removed with manure.
20. Regular horse health checks (two to three times per day).
EXHIBIT I
BOARDING AGREEMENT SAMPLE

HORSE BOARDING AGREEMENT

WITNESS THIS AGREEMENT this _____ day of ___________, in the year __________, by and between
____________________________________, hereinafter referred to as "Stable," and
____________________________________, hereinafter referred to as "Owner."

1. FEES, TERM, AND LOCATION. Owner acknowledges and accepts those terms set forth in the rate
schedule applicable on the date above as issued by Stable, whether said rates are daily, weekly, or monthly.
Payment shall be issued in accordance with that rate schedule on a timely basis. Any charges not paid in a
timely manner shall be subject to finance charges set forth in the rate schedule. In the event the subject animal
is removed from the premises for any reason and returned, this agreement shall be deemed reinstated at rates
applicable at the time of said return. Stable reserves the right to notify Owner within fifteen (15) days of the
horse's arrival if the horse, in Stable's opinion, is deemed to be dangerous or undesirable for Stable's
establishment. In such case, Owner shall be solely responsible for removing the horse within seven (7) days of
said notice and for all fees incurred during the horse's presence upon the premises. This Contract shall be
deemed terminated and concluded upon the payment of all fees.
The boarding fee is due upon the first of the preceding month. In the event said payment is overdue by ten
(10) days, Stable shall be entitled to exert a lien against said horse, and the property upon the premises as
more further described below, for any amounts due, and shall be entitled to enforce said lien and foreclose its
interest against said horse and/or equipment for the amount due in accordance with the laws of the State of
California.
A security deposit of __________, payable with this Contract, shall be refunded to Owner within thirty (30)
days of the date of completion of this Contract.
The initial monthly / weekly / daily (circle one) charge applicable to the services as set forth below shall be
____________ per day / week / month (circle one).

2. DESCRIPTION OF HORSE(S) TO BE BOARDED. Owner agrees to submit a fully completed
Owner Information Sheet for each horse boarded upon execution of this agreement. The terms and
conditions set forth herein shall be applicable to each and every animal boarded by Owner.

3. FEED, FACILITIES, AND SERVICES. Stable agrees to provide adequate feed and facilities for normal
and reasonable care required to maintain the health and wellbeing of the animals. Owner acknowledges
Owner has inspected the facilities and finds same in safe and proper order. The standard services to be
provided herein and the charges therefore are as posted in the office of Stable and are subject to change at
Stable's discretion.

4. RISK OF LOSS AND STANDARD OF CARE. DURING THE TIME THAT THE HORSE (S) IS/ARE
IN CUSTODY OF STABLE, STABLE SHALL NOT BE LIABLE FOR ANY SICKNESS, DISEASE, ESTRAY,
THEFT, DEATH OR INJURY WHICH MAY BE SUFFERED BY THE HORSE (S) OR ANY OTHER CAUSE OF
ACTION, WHATSOEVER, ARISING OUT OF OR BEING CONNECTED IN ANY WAY WITH THE
BOARDING OF SAID HORSE (S), EXCEPT IN THE EVENT OF NEGLIGENCE ON THE PART OF STABLE,
ITS AGENTS, AND/OR EMPLOYEES. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY PERSONAL
INJURY OR DISABILITY THE HORSE OWNER, OR OWNER'S GUEST, MAY RECEIVE ON STABLE'S
PREMISES.
The Owner fully understands that Stable does not carry any insurance on any horse(s) not owned by it for
boarding or for any other purposes, whether public liability, accidental injury, theft or equine mortality
insurance, and that all risks connected with boarding or for any other reason for which the horse(s) in the
possession of, and on the premises of Stable are to be borne by the Owner. Stable strongly recommends
equine mortality insurance be obtained applicable to the subject horse(s) by Owner.
THE STANDARD OF CARE APPLICABLE TO STABLE IS THAT OF ORDINARY CARE OF A PRUDENT HORSE OWNER AND NOT AS A COMPENSATED BAILEE. IN NO EVENT SHALL STABLE BE HELD LIABLE TO OWNER FOR EQUINE DEATH OR INJURY IN AN AMOUNT IN EXCESS OF FIVE THOUSAND DOLLARS ($5,000) PER ANIMAL. OWNER AGREES TO OBTAIN EQUINE INSURANCE FOR ANY ANIMALS VALUED IN EXCESS OF FIVE THOUSAND DOLLARS ($5,000), AT OWNER’S EXPENSE, OR FOREGO ANY CLAIM FOR AMOUNTS IN EXCESS OF FIVE THOUSAND DOLLARS ($5,000). OWNER AGREES TO DISCLOSE THIS ENTIRE AGREEMENT TO OWNER’S INSURANCE COMPANY AND PROVIDE STABLE WITH THE COMPANY’S NAME, ADDRESS AND POLICY NUMBER. FAILURE TO DISCLOSE INSURANCE INFORMATION SHALL BE AT OWNER’S RISK.

5. HOLD HARMLESS. Owner agrees to hold Stable harmless from any and all claims arising from damage or injury caused by owner’s horse(s) to anyone; and defend Stable from any such claims. Owner agrees to disclose any and all hazardous or dangerous propensities of horse(s) boarded with Stable.

6. EMERGENCY CARE. Stable agrees to attempt to contact Owner should Stable feel that medical treatment is needed for said horse(s), but, if Stable is unable to contact Owner, Stable is then authorized to secure emergency veterinary, and blacksmith care required for the health and well-being of said horse(s). All costs of such care incurred shall be paid by Owner within fifteen (15) days from the date Owner receives notice thereof, or Stable is authorized, as Owner’s agent, to arrange direct billing to Owner. STABLE SHALL ASSUME THAT OWNER DESIRES SURGICAL CARE IF RECOMMENDED BY A VETERINARIAN IN THE EVENT OF COLIC, OR OTHER LIFE-THREATENING ILLNESS, UNLESS STABLE IS INSTRUCTED HEREIN OR ON OWNER’S INFORMATION SHEETS, BY OWNER THAT THE HORSE (S) IS/ARE NOT SURGICAL CANDIDATES.

Owner agrees to notify Stable of any and all change of addresses, emergency telephone numbers, itineraries or other information reasonably necessary to contact Owner in the event of an emergency. In the event Owner departs for vacation or is otherwise unavailable, prior to departure Owner shall notify Stable as to what party is authorized to make decisions in the Owner’s place with regard to the health, well-being, and/or medical treatment of the horse(s).

7. LIMITATION OF ACTIONS. Any action or claim brought by Owner against Stable for breach of this Contract or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.

8. SHOEING AND WORMING. Owner agrees to provide the necessary shoeing and worming of the horse(s) as is reasonably necessary, at Owner’s expense. Owner agrees to provide Stable with all health records with regard to the horse(s). Owner agrees to have the horse(s) wormed and vaccinated on a regular schedule, and in the event same is not accomplished and proof of same presented to Stable within thirty (30) days from the date of such services or veterinary treatment, Stable is authorized to arrange for such treatment, but not obligated to do so; such expense shall be the obligation of Owner, and upon presentation by Stable of the bill for such services rendered, including service charges, any bill shall be paid within fifteen (15) days from the date the bill is submitted to the Owner.

9. OWNERSHIP-COGGINS TEST. Owner warrants that he owns the horse(s) and will provide proof satisfactory to Stable of the negative Coggins test upon request.

10. CHANGES OR TERMINATION OF THIS AGREEMENT. It is agreed by the parties that this Agreement may be changed or terminated upon thirty (30) days notice, regardless of the rental period. All notices must be issued in writing unless otherwise agreed upon by the parties. The posting of updated rate schedules in a conspicuous or open place in Stable’s office shall constitute notice of any and all rate changes or regulation changes as may be deemed appropriate by Stable.

11. RULES AND REGULATIONS. The Owner agrees to abide by all the rules and regulations of the Stable. In the event someone other than the Owner shall call for the horse(s), such person shall have written authority signed by the Owner to obtain said horse(s).

12. RIGHT OF LIEN. The Owner is put on notice that Stable has a right of lien as set forth in the laws of
this state, for the amount due for the board and keep of such horse(s), and also for storage and services, and shall have the right, without process of law, to retain said horse(s) until the amount of said indebtedness is discharged. However, Stable will not be obligated to retain and/or maintain the horse(s) in question in the event the amount of the bill exceeds the anticipated unregistered value of the horse(s). In the event Stable exercises Stable’s lien rights as above-described for non-payment, this Agreement shall constitute a Bill of Sale and authorization to process transfer applications from any breed registration as may be applicable to said horse(s) upon affidavit by Stable’s representatives setting forth the material facts of the default and foreclosure as well as Stable’s compliance with foreclosure procedures as required by law. In the event collection of this account is turned over to an attorney, Owner agrees to pay all attorneys’ fees, costs, and other related expenses for which a minimum charge of $250.00 will be assessed.

13. PROPERTY IN STORAGE ON STABLE’S PREMISES. Owner may store certain tack and equipment on the premises of Stable at no additional charge to Owner. However, Stable shall not be responsible for the theft, loss, damage or disappearance of any tack or equipment or other property stored at Stable as same is stored at the Owner’s risk. Stable shall not be liable for the theft, loss, damage, or disappearance of any tack or equipment taken to horse shows or clinics. Vehicles stored upon the premises will be subject to a ______/day storage cost for all delinquent accounts.

14. INHERENT RISKS AND ASSUMPTION OF RISK. The undersigned acknowledges there are inherent risks associated with equine activities such as described below and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine’s reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant’s ability.

15. ENTIRE AGREEMENT. This contract represents the entire agreement between the parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in the State of California, and shall be enforced and interpreted in accordance with the laws of said State.

16. ENFORCEABILITY OF CONTRACT. In the event one or more parts of this contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

Signature of Owner (or Authorized Agent) __________________________________
Signature of Owner's Parent or Guardian ________________________________ (if owner is a minor)
Address: __________________________________________________________
City/State/Zip: ______________________________________________________
Telephone: ____________ (Day) Telephone: ____________ (Evening)

Stable Owner: ______________________________________________________
Authorized Agent Signature of Stable Owner: ____________________________
Waiver and Release of Liability. In consideration of being allowed to volunteer, use and participate in activities of the __________________________ at the East Bay Regional Park District ("Recreational Activity"), I, for myself and my spouse, my child, heirs, personal representatives, next of kin, and assigns, voluntarily agree to release, waive, discharge, and promise not to sue the East Bay Regional Park District, its officers, directors, agents, volunteers, and employees (collectively the “District”) from and against any and all liability for any accident, illness, injury, death, wrongful death, or property damage/loss arising out of my participation in the Recreational Activity and/or use of District facilities and equipment (along with the use of transportation provided, arranged, or paid for by the District, including such transportation for medical treatment), whether occurring on or off District property, and whether caused by any negligence of the District or otherwise, excepting only to the extent caused by District’s gross negligence.

Assumption of Risk. I understand that participation in the Recreational Activity and the use of District facilities, equipment, and transportation carry inherent risks that cannot be eliminated regardless of the care taken to avoid injury. These risks may result in injuries that include, but are not limited to, disease, cuts, eye injuries, blindness, broken bones, concussions, heart attacks, heat stroke, dehydration, joint or back injuries, brain injuries, drowning, paralysis, and death, as well as damage/loss of personal property. I also understand that these risks might arise for a variety of reasons, including but not limited to, actions, inaction or negligence of other parties, participants, or of the District. I further understand that there may be other risks that are not known to me or reasonably foreseeable at this time. By signing below, I acknowledge that participation in the Recreational Activity and the use of District facilities, equipment, and transportation is voluntary and that I knowingly assume any and all risks, known and unknown.

Severability. I understand and acknowledge that this Agreement is intended to be as broad and inclusive as permitted by law. If any portion of this Agreement is deemed invalid, it is agreed that the remaining portion of the Agreement shall continue in full legal force and effect.

Minor Participants. If Participant is under 18, Participant’s custodial parent or legal guardian must sign below, warranting that he or she is the Participant’s custodial parent or legal guardian, and is agreeing to the terms and conditions of this Agreement, on both his or her and the Participant’s behalf. Parent or legal guardian acknowledges by their signature that they are giving up the same rights for the minor as they would be giving up if they signed this Agreement on their own behalf.

I have read this Agreement and understand that I am giving up substantial rights by signing it, but do so voluntarily and intend to completely release the District from the liability described above to the greatest extent allowed by law. I also understand that this Agreement is legally binding on me and my child (if applicable), spouse, heirs, personal representatives, assigns, and next of kin.

Participant’s Name__________________________________________________________
(Print)

Name of Custodial Parent or Guardian (if Participant is under 18): __________________________
(Print)

Signature: ___________________________________________ Date: __________________________

Participant Signature (if over 18) or Custodial Parent or Guardian Signature
EXHIBIT K
LICENSEE’S CONTRACTOR – IMPROVEMENTS AND ALTERATIONS
INDEMNIFICATION & INSURANCE REQUIREMENTS

1. Contractors contracted by the Licensee for alterations and improvements as approved by the Park District (Section 10 of License Agreement) agree to indemnify, hold harmless, defend and protect the Park District, its officers, directors, agents, employees, invitees (each of which is an indemnitee) from and against any and all claims, losses, damages, demands, liabilities, suits, costs, expenses (including attorneys’ fees), penalties, judgments, or obligations whatsoever for or in connection with injury (including death) or damage to any person or the loss or damage of property to whomsoever belonging or pecuniary or monetary loss resulting from, arising out of, or in any way related to activity conducted by or the omission of Licensee or Licensee’s Contractor, including but not limited to Licensee or Licensee’s Contractor’s development, construction, occupation, use, operation, maintenance and/or removal of the property, premises, or any facilities or operations thereon, including events occurring on or off the property, premises, or facilities, regardless of how the injury or damage was caused or suffered, unless the injury or damage resulted from the sole negligence or the intentional and willful misconduct of the Park District, its officers, directors, agents or employees.

2. Prior to commencement of Contractor’s activities, the Contractor shall provide and maintain Liability and Workers Compensation Insurance. Insurance shall be submitted to the Park District’s Risk Department for review and approval. Contractor shall not start work until insurance is approved. Insurance requirements are as follows:

INSURANCE REQUIREMENTS FOR LICENSEE’S CONTRACTOR – NEW CONSTRUCTION (Section 10 of License Agreement)

Prior to the commencement of work the Licensee’s Contractor (“Contractor”) shall provide and maintain:

a. Commercial General Liability Insurance, occurrence form, with a limit of not less than $1,000,000 for each occurrence. If such insurance contains a general aggregate limit, either it shall apply separately to this project or be no less than two (2) times the occurrence limit.

b. Automobile Liability Insurance, occurrence form, with a limit of not less than $1,000,000 for each occurrence. Such occurrence shall include coverage for owned, hired and non-owned automobiles.

c. Builder’s Risk, Special Hazards, or other coverage may be required, as provided in the written communication from the East Bay Regional Park District (“Park District”).

d. General Provisions for all insurance:
   i. All insurance shall include: The Park District, its elected and appointed officers, employees, and volunteers as additional insureds with respect to this project and the performance of the Description of Project/Activity submitted to be approved by the Park District. The coverage shall contain no special limitations on the scope of its protection to the above-designated insureds.
ii. General liability insurance shall be primary and non-contributory with respect to any insurance or self-insurance programs of the Park District, its boards, commissions, officers, agents, employees, and volunteers.

iii. All insurance shall be evidenced, prior to commencement of services, by properly executed policy endorsements in addition to a certificate of insurance.

iv. In addition to requiring that the Contractor provide an insurance certificate showing the levels and types of coverage required for the project or contract, the Park District also requires the Contractor to provide the Park District with a copy of the actual endorsements (a document that modifies the terms of the underlying policy and is issued by the insurance company itself, rather than a broker) to the commercial, general, automobile, and excess liability insurance policies that show the Park District, its boards, commissions, officers, agents, and employees have been named as additional insureds by the insurers.

v. If the Contractor maintain broader coverage and/or higher limits than the minimums shown above, the Park District requires and will be entitled to the broader coverage and/or higher limits maintained by the Licensee's Contractor.

e. Workers Compensation Insurance: Statutory coverage for Workers' Compensation Employer's Liability ($500,000 per accident). Workers' Compensation shall comply with California Labor Code Section 3700 and contain a waiver of subrogation in favor of the Park District.

f. No changes in insurance may be made without the approval of the Park District.

g. Notice of Cancellation. The Park District requires thirty (30) days written notice of cancellation of any insurance required by this Permit. Additionally, the notice statement on the certificate should not include the wording “endeavor to” or “but failure to mail such notice shall impose no obligation or liability upon the company, its agents or representatives” (or similar wording).