

## AGREEMENT FOR OPERATION OF BEAR CREEK STABLES

THIS AGREEMENT is entered into as of [REDACTED], between the MIDPENINSULA REGIONAL OPEN SPACE DISTRICT, a California Special District (“District”), and Friends of Bear Creek Stables (“Operator”), which is a California non-profit public benefit corporation.

The following Recitals are a substantive portion of this Agreement.

- A. District is the owner of an approximately 7-acre property located at 19100 Bear Creek Road, Los Gatos, California, known as “Bear Creek Stables,” situated within a portion of the Bear Creek Redwoods Open Space Preserve and consisting of buildings and improvements intended for horse boarding, and instruction and training of riders and horses (“Stables”).
- B. The District’s purpose in entering into this Agreement is to facilitate the operation of the Stables to meet its three primary policy goals: maximize public benefits of the Stables by broadening public access and use of the Premises; and emphasize the protection of natural resources at the Stables; and develop a viable plan that is financially feasible for the District and the Stables operator.
- C. More specifically, this Agreement is in furtherance of the District’s interest in partnering with a nonprofit entity that will operate the Stables as a community asset for low intensity public recreation and open space enjoyment. District’s overall vision and goals for the Stables, as further set forth in this Agreement, are to offer opportunities to the public, including diverse and underserved communities, to experience nature and equestrian activities and programming, with horse boarding and a limited number of small farm animals which supports such programming, and ensure that the Stables are operated in a safe and environmentally sustainable and sensitive manner, and in compliance with applicable local and state laws, codes, regulations, and permit conditions.
- D. Operator desires to operate the Stables in a manner that meets the District’s goals and to treat the Stables as a public asset, minimize conflicts and foster a socially vibrant and healthy learning environment for all users as set forth in this Agreement.
- E. Operator further warrants that it is familiar with best management practices for operating the Premises, providing for the care and training of horses in a manner consistent with other horse boarding and training operations in the region and to provide nature and equestrian programs.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, covenants, and conditions herein, the Parties agree as follows.

### 1. STABLES OPERATOR SERVICES

- a. District grants Operator an exclusive license to operate Bear Creek Stables, located at 19100 Bear Creek Rd. Los Gatos CA 95033 (“Premises”) as set forth in this Agreement. The Premises are depicted in **Attachment “A” (“Premises Map”)**.
- b. Operator shall use the Premises for the limited purpose of nature-based programs and the boarding and care of horses and related services including the training and instruction of

riders and horses. Operator shall operate the Stables in conformance with all requirements of this Agreement. Operator's use of the Stables is further described below and in **Attachment "B" ("Use of the Premises")** and **Attachment "C" ("Programming Requirements")**.

c. LESSONS AND PROGRAMMING.

- i. Operator shall inform District of any and all services, programs and activities that the Operator will offer; District reserves the right to approve any or all services, programs, and activities offered on the Premises. If a service or program is expressly disapproved by the District, Operator shall immediately suspend operations associated with the identified service or program.
- ii. Operator's Business and Programming Plan; Rates and Charges. Prior to the full execution of this Agreement, Operator shall submit a preliminary Stables Business and Programming Plan including types of programming, number of people to be served, and anticipated rates and charges including subsidy or reduced fee structure for low-income households and underserved communities, which shall be subject to District's reasonable approval. The Stables Business and Programming Plan shall be attached hereto as **Attachment "D" ("Operator's Business and Programming Plan")**. The Business and Programming Plan shall include a list of all potential programs to be introduced during the 2-year Initial Term (further defined below). Operator and District confirm and agree that the Operator may, upon the effective date of this Agreement, begin implementing programs detailed in the Operator's Business and Programming Plan as approved by the District. In the event Operator desires to change programs offered by the Operator, the Operator shall request approval for such changes in writing from District and update the Operator's Business and Programming Plan if such changes are approved by District. All programming and the Boarder Selection process shall be fair, equitable, and in compliance with all applicable laws. Operator must meet on at least a quarterly basis with the District's Senior Property Management Specialist or designee to discuss Stables management, maintenance, operations, programming, and finances, unless a different frequency of meetings is mutually agreed upon by the Parties. The Operator's then-current Business and Programming Plan should also be presented to District during these quarterly meetings.
- iii. Trainers/Programming Providers. Operator shall have a District-approved written agreement with each and every trainer/programming provider who utilizes the Stables. Each agreement ("Provider Agreement") shall specify the terms and conditions of the Trainer's/Providers use of the Stables. Provider Agreements shall provide a clause whereby the Trainer/Provider and Operator release the District from all liability and hold harmless and defend District, its officials, agents, staff, and volunteers from any and all losses associated with boarding, lessons, riding, or any other activity on the Premises. Provider Agreements shall include a description of how the Operator will compensate the Trainer/Provider, and what programs and services the Trainer/Provider is required or permitted to provide. Trainers/Providers shall not collect payments, fees, or charges directly from Stables participants; rather,

- Operator will collect all payments, fees, and/or charges from participants in each and every program at the Stables, except for programming that is provided by a non-profit or governmental agency approved in writing by District to provide programming and collect payments directly from participants. Operator shall provide District with a copy of each and every signed Provider Agreement prior to allowing any Trainer/Provider to use the Stables, and shall further provide District with a copy of any amendment to any such signed agreement within two (2) days after the execution of such amendment.
- d. **LIABILITY WAIVERS.** Operator shall collect a Liability Waiver from each and every participant and Boarder in Stables programs, in substantially the same form as set forth in **Attachment “E” (“Sample Liability Waiver”)**. Operator shall retain copies of all executed waivers for a minimum of three (3) years and shall make waivers available to District upon request.
- e. **HORSE BOARDING.**
- i. Maximum Number of Horses. A maximum of 72 horses may be boarded on the Premises (inclusive of horses owned by Operator as program horses). Operator may board up to a maximum of thirty (30) horses owned by Operator for programming purposes, on site. Operator shall not take part in partial ownership of horses or the leasing of horses.
  - ii. **Boarding Conditions.** Operator shall be responsible for providing feed and sanitary conditions in a manner that is consistent with established governmental or scientific standards, as is customary for reputable horse boarding facilities in the region (e.g., [UC Davis A Guide: Minimum Standards of Horse care in the State of California \(2023\)](#)). Horses owned by the Operator, and private horse used in programming, must undergo an annual health check. Operator shall annually provide written evidence of the health check, in the form of a copy of the veterinarian’s report, to District. Horses that are determined by the veterinarian to be unfit for service will be immediately removed from use for programming until a follow up report from a veterinarian clears them for use in programming.
  - iii. **Boarder Agreement.** Operator shall enter into a Boarder Agreement with every person who boards a horse at the Premises, in substantially the same form as set forth in **Attachment “F” (“Sample Boarding Agreement”)**. Such agreement shall provide a clause whereby the Boarder and Operator release the District from all liability and hold harmless and defend District, its officials, agents, staff, and volunteers from any and all losses associated with boarding, lessons, riding, or any other activity on the Premises. Boarder Agreements shall be provided to the District upon the District’s request and retained for three (3) years after their expiration.
  - iv. **Boarder List.** Operator shall maintain a complete and current list of Boarders along with current boarding agreements, paddock locations, and number of horses for each agreement which shall be provided to the District any time there are changes to the owners or horses boarded at the stables. Operator shall provide boarding agreements upon request. Boarders shall not be allowed to sublet their stalls.

- f. **PROHIBITED USES.**
- i. The Premises shall not be used for the rental of horses.
  - ii. The Premises shall not be used for farm animals except as expressly permitted in the District approved Operator's Business and Programming Plan, or as otherwise approved in writing by District.
  - iii. The Premises shall not be used for any special events without prior written approval by District.
  - iv. Alteration of existing structures, or installation of additional or different structures than those currently existing on the Premises will require prior written approval of District, which may be granted or denied in District's sole discretion as further set forth herein.
- g. **DISTRICT RIGHT TO ENTER.** District reserves the right of entry for its employees and agents to inspect the Premises as deemed necessary by District without notification or limitation, and the right (but not obligation) to do any and all work of any nature necessary for preservation, maintenance, and operation of the Preserve in which the Premises are located. Operator shall be given reasonable notice when any such work may become necessary and will adjust operations in such a manner to allow District to proceed expeditiously.

## 2. **AGREEMENT TERM**

- a. The maximum term of this Agreement shall not exceed twelve (12) years. The Agreement Term is determined in District's sole discretion based on Operator's ability to meet the requirements and conditions set forth herein.
- b. Initial Term. This Agreement will be effective for an Initial Term of up to two (2) years, beginning \_\_\_\_\_ and terminating \_\_\_\_\_ unless earlier terminated as set forth herein. Operator shall notify District in writing at least 180 days prior to the end of the Initial Term of its wish to continue operating under this Agreement for the Extension Term (as defined below).
- c. Extension Term. The following are conditions precedent to commencement of an Extension Term at the conclusion of the Initial Term: 1) Operator shall provide evidence satisfactory to District that it has generated an additional \$250,000 cash in donations, grants, and fundraising net revenue to supplement the cash Operating Fund established by Operator as of the date of execution of this Agreement; and 2) Operator shall have a minimum of an unencumbered amount of \$250,000 cash in the Operating Fund that may be a combination of donations, fundraising and programming revenue. Unencumbered cash is defined as funds comprised of monetary donations and revenue that are not tied to installation or maintenance of specific improvements over and above the maintenance and operating responsibilities described in the agreement, unless approved by District; and 3) Operator shall demonstrate successful operation of the Stables to the District's satisfaction continuously for a minimum of one year immediately preceding the conclusion of the Initial Term, including demonstrating that at least 1,500 programming participants are served on site during a one year period; and 4) Operator shall

demonstrate that it has generated a minimum of \$100,000 in annual gross programming revenue from boarding and programming, for goods and services that directly relate to the Operator's nonprofit public benefit purpose, during the year preceding the conclusion of the Initial Term.

- d. District's discretion to grant any Extension Term. District's Board of Directors has sole discretion to determine whether to grant an Extension Term or any portion of an Extension Term. If the conditions precedent to the initiation of the Extension Term are fulfilled and Operator is not otherwise in breach of this Agreement, the District in its sole discretion may authorize the Extension Term, which shall consist of up to two consecutive five (5) year terms for a maximum Extension Term of ten (10) years. Each respective 5-year term may be granted only by District in the District's sole discretion. Operator shall notify District in writing at least 180 days prior to the end of the first 5-year term of the Extension Term of its wish to continue operating under this Agreement.

### 3. TERMINATION

This Agreement shall be subject to early termination as follows:

- a. By Operator, for any reason, upon at least 180 days prior written notice to District.
- b. By District, with 60 days' advance written notice, upon a determination that Operator has failed to fulfill any requirement or term of this Agreement, unless District determines that Operator's failure constitutes a health or safety threat to the Operator or the public, in which case District will endeavor to provide as much advance written notice as practicable.
- c. By District, upon action by its Board of Directors, based on a determination that the uses authorized under this agreement are an incompatible use of District land or for any other reason. The Board of Directors shall have sole discretion to determine whether an equestrian or other uses are compatible with District use(s) and whether the Premises have been operated in a manner consistent with Board policies and/or ordinances, and whether the operation of the Premises constitutes a nuisance or public safety hazard to open space users.

### 4. ON-SITE RESIDENCE

During the term of this Agreement, Operator may elect to have one of its employees reside in an onsite trailer provided by the Operator. If District constructs/installs a residence on site, Operator shall remove the Operator-provided onsite trailer and the newly constructed/installed residence shall be subject to the same provisions provided herein.

- a. Resident shall at all times be an employee of Operator dedicated to the programming at the Premises, and not DISTRICT, and shall perform services exclusively for Operator.

Operator shall be the landlord of the RESIDENCE. DISTRICT shall under no circumstances be deemed to be the landlord without Operator's prior written consent.

- b. Operator shall enter into a written month-to-month rental agreement with its employee for occupancy of the RESIDENCE, which rental agreement shall be subject to DISTRICT's approval. Such rental agreement shall require that the tenant's right to occupy the RESIDENCE terminates upon termination of their employment with Operator, or upon termination of this Agreement, whichever occurs first. Operator shall be solely responsible for ensuring that anyone occupying the RESIDENCE vacates by the termination date of this Agreement, including, if necessary, filing and prosecuting an unlawful detainer action to obtain a judgment of possession and paying all costs and expenses associated with regaining possession.
- c. With respect to its tenant, Operator shall be responsible for all aspects of the management of the RESIDENCE, including, without limitation, maintenance and repairs (including those required due to damage to the RESIDENCE caused by the employee-tenant or their guests or invitees), providing notices including statutorily-required notices, enforcing rental terms and conditions, processing rental payments, reporting possessory interest tax, and terminating occupancy of the RESIDENCE. If the RESIDENCE is damaged or destroyed by an act of God and/or rendered uninhabitable, DISTRICT may elect to restore the RESIDENCE or require Operator to terminate its employee's occupancy of the RESIDENCE.
- d. If Operator fails to perform any of its obligations with respect to the RESIDENCE, DISTRICT shall have the right, but not the duty, to perform such obligation(s), including, without limitation, the right to pursue an unlawful detainer action to regain possession of the RESIDENCE. Operator agrees to indemnify and hold DISTRICT harmless from any claims, causes of action, or costs and expenses arising out of Operator's failure to perform any of its obligations as landlord of the RESIDENCE.
- e. Operator and DISTRICT shall not be deemed to be joint venturers or partners in the management of the RESIDENCE, and nothing in this Agreement is intended to create a landlord-tenant relationship between Operator and DISTRICT. Notwithstanding the foregoing, if Operator fails to enter into a rental agreement with its employee to reside in the RESIDENCE, and/or if the RESIDENCE is vacant for a period greater than sixty (60) days, Operator's right to rent the RESIDENCE to its employee shall expire and DISTRICT shall have the right to rent out the RESIDENCE during the remaining term of this Agreement. Operator's right to rent out the RESIDENCE during the remaining term of this Agreement shall be subject to the parties' mutual agreement. If DISTRICT rents out the RESIDENCE under this provision, it will be solely responsible for all duties of the landlord under its rental agreement with its tenant.
- f. Operator shall be solely responsible for the cost of all utilities serving the residence (including, but not limited to, electricity, gas, and solid-waste disposal), and for any possessory interest tax at the RESIDENCE, so long as it is occupied by Operator's employee. At Operator's discretion, Operator may elect to have its employee pay any or

all of the costs of the utilities, but this shall not relieve Operator of its obligation to pay such utility costs. Furthermore, Operator shall be solely responsible for ensuring that it maintains the RESIDENCE in habitable condition. The District shall be responsible for periodic maintenance of the septic system serving the Residence as necessary to maintain the system in proper working condition.

- g. Use of residence shall terminate upon termination of this Agreement. Operator shall leave the residence in a clean and reasonable condition upon the termination of this Agreement. If not, District shall have the right to bill Operator for excessive cleaning and repair of the residence.
- h. No person shall reside on the premises other than in the Residence.
- i. Rent collected from use of the residence shall be included in Operator's Gross Receipts.

## 5. OPERATOR FINANCES

- a. Consideration due to the District in exchange for Operator's exclusive license to operate the Stables is to provide the Operator Services described herein, in which Operator provides programming and maintenance that benefits and encourages public access to the Stables. Consideration includes Operator's regular contributions to two funds: 1) an Operating Fund, and 2) a Maintenance Fund, which are intended to sustain Stables operations as further described below.
- b. Prior to full execution of this Agreement, Operator shall provide a proposed Business Plan shall be attached hereto as **Attachment "D" ("Business and Programming Plan")**. The Business and Programming Plan shall be subject to District's reasonable review and approval and shall include the information described in **Attachment "G" ("Business Plan Requirements")**. The Business and Programming Plan shall be updated by Operator annually and transmitted to District for review and approval.
- c. Financial Reporting. Following the first whole or partial month of the term hereof, Operator shall furnish to the District by the 20th day of each month, a verified statement of its total gross receipts for the preceding month (in a form substantially similar to **Attachment "H" ("Sample Statement of Gross Receipts")**). The monthly statement shall be transmitted via electronic mail to the District's Property Management Department [PM@openspace.org].
  - i. Accounting method. Operator 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 including rental income from the on-site residence (if any), commissions received, and services performed by Operator and its employees and agents 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 Operator). Gross Receipts will also include all donations, grants, and fundraising revenue. 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 Operator's customers, and remitted directly to the taxing authorities by Operator. Boarder reimbursement to Operator for actual costs or services, such as veterinarian fees, should not be included in gross receipts. However, if the Operator collects a "handling or service" fee to the actual costs, then this "handling or service" fee shall be included in gross receipts.
- ii. Operator shall maintain detailed records regarding lessons, training and commissions earned for programming on the Premises 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 Operator's reported gross receipts.
- d. Maintenance Fund. The Maintenance Fund will be reserved to pay for major maintenance of District-owned facilities. Operator shall account for these funds in a separate account designated as "Bear Creek Stables Operator Maintenance Fund" or "Maintenance Fund" and maintain adequate records thereof, and shall provide satisfactory evidence of the Maintenance Fund balance to District anytime upon District's request. Operator shall provide an initial deposit of \$5,000 into the Maintenance Fund upon full execution of this Agreement. In the event that the Maintenance Fund balance falls below \$5,000, Operator shall replenish the Fund within 90 days. Operator agrees to contribute on a monthly basis an amount equal to 5% of monthly gross receipts for revenue generated by the services provided by the Operator, such as boarding and programming fees. Expenditures from the Maintenance Fund shall require District's prior written approval. Operator will prepare an annual maintenance and repair fund plan and schedule, annually by March 1 each year, and District will approve or reject expenditures in the plan within 90 days. Appropriate maintenance and/or replacement projects are listed in **Attachment "I" ("Stables Maintenance Fund Projects")**.
- e. Operating Fund.
- i. Initial Term Operating Fund Requirements. Prior to full execution of this Agreement, Operator agrees to establish a Stables Operating Fund of \$250,000 cash. Operator shall provide satisfactory evidence of the current balance in the Operating Fund anytime upon District's request. In the event that the Fund balance falls below \$72,000 during the Initial Term, Operator shall notify District and replenish the Operating Fund within 60 days.
- ii Extension Term Operating Fund Requirements. The minimum fund balance will be evaluated prior to commencement of any Extension Term, and every two years thereafter. Prior to the commencement of the first Extension Term of this Agreement, Operator shall provide satisfactory evidence of an additional \$250,000 in donations and fundraising net revenue (in addition to the initial Stables Operating Fund) and a minimum Operating Fund balance of \$250,000 unencumbered cash. Unencumbered cash is defined as funds comprised of monetary donations and revenue that are not tied to installation or maintenance of specific improvements over and above the maintenance and operating responsibilities described in this agreement, unless approved by District. The required Operating Fund balance during any Extension Term is a minimum of 6 months' operating

costs but no less than \$72,000. Failure to maintain the required minimum balance for a period of more than 60 days constitutes a material breach of this Agreement.

- f. Financial Records and Inspection. Operator shall keep true and accurate books and records showing all of its income and expenses and transactions in connection with the Operator's activities at the Stables and relevant to its nonprofit status in a manner reasonably acceptable to District. Within fifteen (15) days of the end of each month, Operator agrees to transmit to District an unaudited financial operating statement and an activity report delineating the activities at the Stables during the month. In addition, Operator shall forward an annual financial statement to the District no later than August 31<sup>st</sup> of each year. 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 Operator's books and records, including State of California sales tax return records, Federal and State income tax returns and Federal and State payroll tax reports. Operator shall deliver all such records to the District or make records available for inspection upon request.

## 6. UTILITIES

- a. Generally. Except as otherwise specified, Operator shall promptly pay for all services and utilities consumed on the Premises, including without limitation electricity, gas, and garbage. Operator shall be responsible for telephone service and for all costs related to the security or alarm systems (if present).
- b. Water. Operator shall reimburse District for the Stables share of the water bill, based on the usage of the water meter serving the Stables and the water rates charged to District by the water utility. The Operator will be responsible for 50% of the service charge for the San Jose Water Company water meter and 100% of the usage fee for water used at the Stables. District will invoice Operator for water no less frequently than quarterly. Upon Operator's request, District will provide a copy of the water bill and a brief description of the water charges. Water system maintenance and repairs within the Premises, as further defined in this agreement, are the responsibility of the Operator.
- c. Late Charge. If any payment due from Operator is not received by District within 5 days after it is due, the District may assess a sum of 10% of the overdue payment as a late charge. Any late charges will be invoiced by the District. Acceptance of any late charge shall not constitute a waiver of Operator's default with respect to the overdue amount, or prevent District from exercising any of the other rights and remedies available to District.

## 7. MAINTENANCE OBLIGATIONS

- a. Operator Responsibility. Operator agrees, at its own cost and expense, to operate the Stables in a clean, safe, wholesome, and sanitary condition free of trash, garbage, or obstructions of any kind and in compliance with any and all applicable laws, rules or regulations. Operator shall remedy without delay any defective, dangerous, or unsanitary conditions. Operator must meet on at least a quarterly basis with the District's Senior

Property Management Specialist or designee to discuss Stables management, maintenance, operations, programming, and finances.

- b. Additional maintenance responsibilities for both the District and Operator are listed in **Attachment “J” (“Required Maintenance”)**. Should Operator fail, neglect or refuse to perform required maintenance, the District shall have the right, but not the obligation, to perform such maintenance or repairs on behalf of the Operator, and the Operator agrees to promptly reimburse the District for the cost thereof, provided, however, that the District shall first give Operator ten days’ written notice of its intention to perform such maintenance.
- c. Operator shall have the obligation to repair or replace structures to the extent damage or destruction is caused by Operator, or to the extent insurance proceeds are received by Operator, which shall be held in trust for such purposes.
- d. District Responsibility. District will be responsible for maintaining buildings onsite necessary for Stables operation, such as hay storage barn(s), restroom, caretaker residence, and septic system, to a standard determined in District’s sole discretion. Notwithstanding the foregoing, nothing in this agreement is intended to create an obligation of District to maintain or retain any specific improvement(s) or structure(s) on the Premises.

## 8. OPERATOR’S ALTERATIONS AND IMPROVEMENTS

- a. During the Initial Term of this Agreement, Operator shall not make any alterations, construction, demolition, repair, removal, additions, or improvements, except with District’s prior written permission and only to the extent that improvements are consistent with the existing use of the Stables.
- b. During any Extension Term of this Agreement, in the event that Operator desires to perform any construction, demolition, repair, removal, alterations, additions, or improvements, Operator shall provide details of the proposed scope of work in advance and in writing, for District’s review and approval at the sole discretion of the District. Once any new improvements are installed, Operator will not make any material alterations to them (such as an increase in size of a paddock, or a shelter addition) without obtaining the prior written approval of District.
- c. Notwithstanding any other provision of this Agreement, District reserves the right to remove or relocate any and all improvements in its sole discretion. Upon expiration or termination of this Agreement, any alterations to the Premises or to any structures located thereon, and all fixtures, shall remain upon the Premises and be surrendered to and become the property of the District. Personal property and equipment listed in **Attachment “K” (“Friends of Bear Creek Stables Equipment Inventory”)**, as approved by the District shall not be deemed to be a “fixture” under this Agreement.

- d. Contractor work. Operator shall obtain written permission from District prior to hiring any contractor to perform work at the Premises. Operator shall ensure that Contractor Requirements are met, including insurance requirements set forth in **Attachment “L” (“Contractor Insurance and Indemnification Requirements”)**. Additionally, Operator shall ensure all of the following: 1) require contractor to pay prevailing wages as required by California Labor Code section 1720 *et seq.*; 2) ensure that the contractor is licensed under state law (if applicable); and 3) require the contractor to hold appropriate insurance coverages for all work. Operator shall notify the District at least seven (7) days prior to the commencement of said approved Work, and immediately upon completion.

## 9. DISTRICT’S OWNERSHIP OF PREMISES, STRUCTURES, PERSONAL PROPERTY, AND EQUIPMENT

- a. All structures, improvements and fixtures existing on the Premises as of **the effective date of this Agreement** are and shall remain the property of District, and structures, improvements and fixtures installed on the Premises by anyone during the term of this Agreement, shall become and remain the property of District unless otherwise agreed in writing between District and Operator.
- b. Operator may use the personal property and equipment 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.
- c. Notwithstanding any other provision of this Agreement, Operator expressly understands and agrees that the District has tentative plans to demolish existing structures and construct certain new structures as part of a future improvement project. District may, in its sole and absolute discretion, make improvements to the Premises. District will provide reasonable advance notice of construction activities to Operator, and will make reasonable efforts to minimize disruption to Stables programming.
- d. Operator hereby waives all claims arising out of future disruptions to Operator’s activities which may be attributable to the construction of new site improvements, demolition, or reconstruction of existing improvements. Such disruptions may include, but are not limited to, loss of revenue due to temporary displacement or relocation of boarded horses.
- e. If the Premises, or any part thereof, is damaged by weather, wildfire, earthquake, or any other Act of God or terrorism, Operator shall not be responsible for repair or replacement of improvements. District may in its sole discretion determine to rebuild or repair all or part of the Premises, or to terminate this Agreement with no further liability to Operator. In the event District determines it will not rebuild or repair the Premises in the event of substantial destruction, District will meet and confer with Operator in good faith to discuss its closure plan for the Stables. District shall not be liable to Operator for loss of revenue arising out of District’s decision to close the Stables.
- f. Personal Property and Equipment of Operator. Operator may provide, at its own expense, other personal property and equipment, as needed, that Operator deems to be necessary

for the good and proper operation of the Stables and is not provided by District. This personal property and equipment will remain the property and responsibility of Operator who shall obtain written approval of District prior to procuring equipment and leaving it onsite. Operator shall prohibit the placement of trunks or sheds in aisle ways or pathways. Operator shall maintain a list of any personal property and equipment provided by the Operator in substantially the same form as **Attachment “K” (“Friends of Bear Creek Stables Equipment Inventory”)**. District will be provided the opportunity to review and approve additions to the list of Operator owned personal property and equipment.

## 10. PROMOTION and SIGNS

Operator shall not display any signs whatsoever within the preserve or on the Premises without the prior written consent of the District. Application for such consent shall show in reasonable detail the type, character, and size of any such sign Operator desires to display. District agrees not to withhold nor delay approval of reasonable requests for signs. Operator shall maintain one or more bulletin boards for posting notices including hours of operation, fees, safety regulations, information about activities on the Premises, etc., and may distribute pamphlets or brochures describing the services and activities available on the Premises. All promotional materials shall contain the reference "Bear Creek Stables, Bear Creek Redwoods Open Space Preserve, property of the Midpeninsula Regional Open Space District."

## 11. PROTECTION OF THE PRESERVE; RULES GOVERNING PUBLIC CONDUCT

- a. It is recognized by Operator that the Stables is within Bear Creek **Redwoods** Open Space Preserve, owned, operated, and maintained by the District, as an essential part of its system for furnishing recreation opportunities for the inhabitants of the District. Operator 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 Preserve, as well as the Premises utilized by Operator, and to protect the public at all times from hazards.
- b. All of Operator’s activities and participating individuals shall adhere to the applicable requirements and Best Management Practices of the District’s Integrated Pest Management program which will be provided by District. The current version is attached hereto as Attachment **“M” (“IPM Best Management Practices”)**
- c. All of Operator’s activities and participating individuals are subject to the provisions of the Midpeninsula Regional Open Space District's rules and regulations listed as **Attachment “N”, (“Regulations for Use of Midpeninsula Regional Open Space District Lands”)**.
- d. Dogs are not allowed at the Stables. The presence of dogs and bicycles outside the Premises is regulated by the then-applicable Land Use Regulations rules within the Bear Creek Redwoods Open Space Preserve

- e. Operator shall develop and administer rules to regulate the activities of trainers, trainees, programming providers and attendees and others using the Stables. Rules and regulations shall be in substantially the same form as those in **Attachment “O” (“Stables Rules of Conduct”)** and must be approved in advance in writing by the District. District ordinances and rules and regulations shall take precedence. Operator will post Stables Rules, hours, and arena schedules at each arena entrance and at the office.

## 12. OPERATOR’S EMPLOYEES/ PERSONNEL

- a. No person employed in the performance of this Agreement by Operator shall be deemed a District employee, and District shall not be called upon to assume any liability for the direct payment of any salary, wage or other compensation to Operator, or their employees, agents, volunteers, subcontractors, or their subcontractors’ employees or agents.
- b. Operator will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, marital status, citizenship, national origin, genetic information, or any other characteristic protected by law. Operator agrees to ensure that employees are treated equally during their employment without regard to their race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, marital status, citizenship, national origin, genetic information, or any other characteristic protected by law. Such action shall include, but is not limited to, the following: promotion, demotion or transfer, layoff or termination; rate of pay or other form of compensation; and selection for training, including apprenticeship.
- c. All persons employed or utilized in connection with the operation of the Premises, including relatives and minors, shall be age of fourteen and above, with valid work permits and employed in compliance with all requirements of federal and state law including the Federal Department of Labor, and the State of California Employment Development Department.
- d. Operator’s employees shall be adequately trained for such purposes, shall be courteous, shall be suitably and neatly attired in uniform with the Operator’s logo so as to be recognizable as employees of Operator. Operator shall devote his/her own time and attention to the conduct of the services to be rendered on and from the Premises to the extent reasonably required to ensure such standards of operation called for in this Agreement.
- e. Operator shall ensure that appropriate employees and operational staff obtain and maintain safety training including CPR, First Aid and AED certification.
- f. Operator shall ensure that all employees and volunteers who supervise minors meet all applicable provisions of state law, including but not limited to California Public Resources Code section 5164 and California Business and Professions Code section

18975. See Attachment “P” (“Criminal Background Laws”). Employees and volunteers that will have direct supervision over or conduct programs with minors shall be fingerprinted for a background investigation through the California Department of Justice. Operator will provide District with documentation of compliance on request.

### **13. OPERATOR’S LICENSES and NONPROFIT STATUS**

Operator 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 Premises meet current applicable health and sanitation regulations, as well as all necessary business licenses and permits. Operator will maintain its non-profit registration in active status with the State of California, and meet all state and federal nonprofit reporting requirements including tax requirements.

### **14. INDEMNIFICATION AND HOLD HARMLESS**

- a. Operator 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 Operator, 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.
- b. Operator shall indemnify, defend, release, protect and hold District, its officers, agents, employees, and volunteers (the “District Indemnitees”) harmless from and against any and all liabilities, claims, demands, losses, damages, costs and expenses (including reasonable attorneys’ fees) directly or indirectly arising out of or relating to activities conducted by Operator, including, but not limited to, Operator's development, construction, occupation, use, operation, or maintenance of the concession, Premises, or any Premises, including events occurring on or of the Premises or Premises, 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, agents, or employees.
- c. District shall have no responsibility to safeguard the equipment and property of Operator or any of its invitees. District shall have no responsibility to safeguard or protect the Operator, or its employees, agents, officers, directors, or any of its invitees from bodily injury (including death) or personal injury.
- d. 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 Operator, Operator shall immediately notify District of such fact, and at District's option shall either retain legal counsel to represent District in such action at Operator's sole expense or reimburse

District for District's litigation costs, expenses and attorney's fees in undertaking to represent itself.

- e. Notwithstanding the apportionment of liability between District and Operator, Operator shall nevertheless be responsible to indemnify and hold harmless District as fully set forth above, unless a 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.

## 15. INSURANCE

Without limiting the indemnities described herein, and prior to commencement of the Term, Operator shall obtain and maintain, at its own expense during the Term, policies of insurance of the type and amounts described below and in a form satisfactory to District. Operator shall carry during the term of this Agreement, at its own cost and expense, the following insurance:

- a. **Commercial General Liability Insurance.** Commercial General Liability Insurance using Insurance Services Office “Commercial General Liability” policy form CG 00 01 or the equivalent. Policy shall include abuse and molestation coverage. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another (e.g. the “Insured v. Insured” exclusion). Limits shall be no less than \$2,000,000 per occurrence for all covered losses and no less than \$4,000,000 general aggregate.
- b. **Commercial Equine General Liability Insurance.** This policy shall cover equestrian activities such as boarding, riding instruction and training, and other equestrian events. Coverage shall be extended to provide on Premises coverage for independent trainers or instructors while acting within the scope of their duties at Premises. Limits of Commercial Equine General Liability Insurance shall be in the single limit minimum amount of \$1,000,000 per occurrence and an aggregate in the amount of \$3,000,000.
- c. **Care, Custody and Control Insurance.** Operator shall procure and maintain, at its sole cost and expense, a Care, Custody and Control (CCC) policy of insurance that specifically insures against damages resulting from the death, injury, illness, or theft of non-owned horses in the care, custody and control of Operator in an amount of \$10,000 per horse, with an aggregate limit of no less than \$50,000.
- d. **Business Auto Coverage Insurance.** Operator shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Operator arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, nonowned or rented autos, trucks and trailers, in an amount not less than \$2,000,000 combined single limit for each accident. If Operator owns no vehicles that will be utilized in the performance of Operator’s obligations pursuant to this Agreement, this insurance requirement may be satisfied by a non-owned auto endorsement to the commercial general liability policy described above.

- e. Personal Property Insurance. Operator shall also procure and maintain, at its own cost and expense, property insurance for all personal property owned by Operator located on or about Premises against loss or damage due to fire, flood, or other acts of nature, theft, vandalism, criminal or negligent acts of others, or any other cause. Operator may, at its option, may obtain additional insurance coverage that covers personal property to the extent not covered by the insurance policies Operator is required to maintain pursuant to this Agreement.
- f. Worker's Compensation and Employer's Liability. Operator shall hold Worker's Compensation coverage 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 officers, agents, employees, and volunteers.
- g. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and are subject to approval by District.
- h. General liability and business automobile policies shall provide, or be endorsed to provide, that District, its officers, agents, employees, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.
- i. Third Party Insurance Requirements. Operator shall confirm that any independent consultants, third party subcontractors, and any other party involved with the Premises operation who is engaged by Operator to perform or assist in the performance of any of Operator's obligations pursuant to this Agreement, carry appropriate insurance coverage as described in **Attachment L, ("Contractor Insurance and Indemnification Requirements")**. Operator agrees that upon written request from District, Operator will provide copies of any agreements with independent consultants, third party subcontractors, and others engaged in the Premises operation.
- j. Damage or Destruction. In the event that the Premises should be partially or totally destroyed by fire or other casualty so as to cause a substantial interference with Operator's business, Operator shall have the option of terminating this Agreement. If Operator does not elect to terminate, District shall have the right but not the obligation to repair the Premises or cause the same to be repaired or rebuilt with said insurance proceeds, and to the extent insurance proceeds provide therefor.
- k. Requirements of All Coverages:
  - i. Each insurance policy required in this Agreement 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. Best's rating of no less than A- or better.

- iii. Operator shall furnish District with certificates of insurance and endorsements to the policies evidencing coverage required by this Agreement 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 Operator's insurer in its normal course of business and shall be received and approved by District prior to execution of this Agreement by District. District reserves the right to require complete, certified copies of all required insurance policies in the event of an insurance claim. The Operator shall provide proof that any expiring coverage has been renewed or replaced at least two weeks prior to the expiration of the coverage.

## **16. WAIVER OF AGREEMENT TERMS**

No waiver by either party at any time of any of the terms, conditions, or covenants of this Agreement shall be deemed as a waiver at any time thereafter of the same or of any other terms, condition, or covenant herein contained, nor of the strict and prompt performance thereof. No delay, failure or omission of District to re- enter the Premises or to exercise any right, power, privilege, or option or be accrued shall impair any such right, power, privilege, or option or be construed as a waiver of such default or a relinquishment of any right or acquiescence therein. No notice to the Operator 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.

## **17. NON-DISCRIMINATION**

The Operator and Operator'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, access to Premises, service or privilege offered to or enjoyed by the general public. Nor shall the Operator or Operator's employees or members publicize the accommodations, Premises, 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 Operator will not discriminate against any applicant because of sex, sexual orientation, race, religion, age, color, disability, or national origin.

## **18. TAXES**

Operator shall pay if/when due all taxes levied on personal property used or maintained upon the Premises, and any possessory or use tax that may be levied in connection with use of the Premises. Operator agrees to indemnify and hold District

harmless from all taxes whatsoever arising out of or in any way connected to the operations conducted by Operator upon the Premises.

#### **19. PAYMENT OF DEBTS - NO LIENS**

Operator 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. Operator shall permit no liens to be levied upon or to attach to any property used by it in the performance of this Agreement. Operator shall pay before delinquency all license fees, taxes, and assessments imposed, levied or assessed upon items or upon any property used by Operator in the performance of this Agreement or upon Operator's possessory interest therein, upon Operator's business or activity conducted hereunder or Operator's right to conduct same, or based upon the proceeds of such business or activity.

#### **20. NO ASSIGNMENT**

Operator shall not voluntarily or by operation of law assign, or transfer, all or any part of Operator's rights and obligations in the Agreement or in the Premises without District's written approval. Any unapproved assignment or agreement shall be void and confer no rights on or to any third party and shall be cause for termination of this Agreement by District, at its sole option. This provision against assignment shall be deemed to be a continuing covenant and apply not only to Operator, but to any and all assignees, contractors and mortgagees of the Premises and to any who may in any manner acquire any interest herein.

#### **21. CONFLICT OF INTEREST**

Operator 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 Agreement; (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, Operator, upon request of District, shall terminate such employment immediately.

#### **22. OPERATOR AS INDEPENDENT CONTRACTOR**

- a. It is expressly agreed that under this agreement to operate the Stables, Operator is an independent contractor, and is not an agent or employee of District. Except as otherwise expressly limited by other provisions of this Agreement, Operator has and shall retain the right to exercise control and supervision of the operation of the Stables, and full control over the employment, direction, compensation and discharge of all persons assisting Operator in the operation of the Stables under this Agreement. Operator shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in

any manner officers, employees, or agents of District. Operator shall not incur or have the power to incur any debt, obligation, or liability whatever against District, or bind District in any manner. Operator shall be solely responsible for all matters and shall be solely responsible for Operator's own acts and those of subordinates and employees, contractors, and agents.

- b. No employee benefits shall be available to Operator in connection with the performance of this Agreement. District shall not pay salaries, wages, or other compensation to Operator for performing services hereunder for District. District shall not be liable for compensation or indemnification to Operator for injury or sickness arising out of performing services hereunder.
- c. Relationship of the Parties. The relationship of the Parties is solely that of owner and Operator, and nothing in this Agreement shall be construed to create the relationship of agent, servant, employee, partnership, joint venture or association, as between District and Operator.
- d. Operator understands and agrees that all persons furnishing services on behalf of Operator pursuant to this Agreement are, for purposes of Worker's Compensation Liability, employees solely of Operator and not of District. Operator shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services on behalf of Operator pursuant to this Agreement.

### 23. SAFETY

- a. Operator shall courteously and respectfully point out unsafe behavior of Stables participants or members of the public, and request that those responsible, cease such behavior. Should such action persist or in the case of any dispute, Operator shall contact Ranger dispatch by calling 650-968-4411, or, in case of present danger, call 911 for law enforcement response.
- b. Operator 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 participants and visitors at the Premises, and providing emergency response in the event of accident or fire, including first-aid assistance. Operator shall notify District of accidents resulting in personal injury or property damage within 24 hours after they occur.
  - i. OSHA Compliance. Operator shall comply with the State of California Cal-OSHA regulations, including Section 3203 of Title 8 of the California Code of Regulations which requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

- ii. Fire Protection. Operator shall take all necessary precautions to prevent fire in or about the Premises, and Operator shall carefully observe all rules of District relative to fire prevention. Operator will provide a Stables Emergency Evacuation Plan to District and Operator shall familiarize all staff, boarders, and volunteers with the Emergency Evacuation Plan. Operator shall, at its expense, install and maintain such fire prevention and firefighting practices and equipment as may be specified or required by Santa Clara County or any other agency having jurisdiction to regulate fire prevention measures at the Premises. The District will provide annual fire clearance for all structures at the Premises that require fire clearance. Operator will follow the prescription for maintaining defensible space with mandated work and timelines; this may include weed trimming by hand.
  
- ii. 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 Operator as required by present or future regulations and laws.
  - i. Operator represents and warrants to District that Operator 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). Operator shall indemnify, defend and hold District harmless from any costs, losses, claims, damages, penalties and liabilities arising from Operator'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").

## 24. 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:  
Midpeninsula Regional Open Space District  
5050 El Camino Real  
Los Altos, CA 94022  
Attention: Property Management  
[pm@openspace.org]

For Operator:  
FRIENDS OF BEAR CREEK  
STABLES  
P.O. Box 546  
Redwood Estates, Ca 95044  
Attention: Rick Parfitt

For day-to-day operations, the contact at District shall be the Senior Property Management Specialist, (650)691-1200 x541 pm@openspace.org; and the contact for Friends shall be Rick Parfitt 408-353-4912, fbcs@friendsofbearcreekstables.org

**25. AGREEMENT ENFORCEMENT**

- a. District’s General Manager shall be responsible for the enforcement of this Agreement on behalf of District and shall be assisted by his/her designee in carrying out duties in connection with the administration of this Agreement. District and Operator agree to meet on a regular basis as set forth in this Agreement to discuss matters concerning Stables management, maintenance, operations, programming, and finance.
- b. District’s officers, employees, or agents may enter the Premises at any time for the purpose of determining whether or not Operator is complying with the terms and conditions of this Agreement, or for any other purpose. District will endeavor to minimize disruption to Stables users, visitors, or guests and Operator agrees to adjust operations in such a manner to allow District to proceed expeditiously.

**26. DEFAULT**

The occurrence of any of the following events shall constitute a material breach of this Agreement by Operator which shall entitle the District to seek a remedy or remedies pursuant to Paragraph 27.

- a. The abandonment, vacation, or discontinuance of Stables operations for more than one day.
- b. The failure of Operator to make any payment required to be made by Operator hereunder, within ten days of District providing a written notice of non-payment.
- c. The interest of Operator 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 Operator to operate in the manner required by this Agreement, where such failure continues for more than fourteen days after District provides written notice to correct the condition specified.
- e. The failure to fulfill maintenance obligations required by this Agreement, and to operate the Premises in a clean, sanitary, safe manner, where such failure continues for more than fourteen days after District provides written notice requiring the correction thereof.
- f. Deterioration of service for any period which materially and adversely affects the operation or service required to be performed by Operator under the Agreement which is not corrected within thirty days after District provides written notice requiring the correction thereof.
- g. The failure of Operator to keep, observe and perform all other promises, covenants, conditions and agreements set forth in this Agreement including compliance with District policies and ordinances; and with local, state and federal law, where such failure continues for more than fourteen days after District provides written notice requiring the correction thereof.
- h. The failure of Operator to maintain sufficient funds in the Operations Fund or Maintenance Fund as defined herein, or upon notice that the Operator has failed to continue to lawfully operate as an independent nonprofit entity under the laws of the United States and the State of California.
- i. The filing of a voluntary petition in bankruptcy by Operator, the adjudication of Operator as a bankrupt, the appointment of any receiver of Operator's equipment and/or assets, the making of a general assignment for the benefit of creditors, and or a petition or answer seeking a reorganization of Operator under the federal bankruptcy laws or any other federal or state laws.
- j. Operator'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 Operator to perform the services under this Agreement.
- k. The filing of any lien or stop notice on account of Operator where such lien/notice is not removed or enjoined and/or a bond for satisfaction of such lien is not posted within ten days.

## **27. REMEDIES**

In the event of a breach of the terms of this Agreement by Operator, District may:

- a. Terminate this Agreement in which case Operator shall immediately surrender possession of the Premises to District; or,

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

## 28. 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 Operator for any purpose or for the performance of any obligation of Operator hereunder.

## 29. 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.

## 30. GOVERNING LAW, JURISDICTION, VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Operator agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Santa Clara.

## 31. MISCELLANEOUS

- a. Headings are for convenience only and shall not be considered in the interpretation of this Agreement.
- b. This Agreement contains all of the agreements and conditions made between the parties to this Agreement, and may not be modified orally, or in any other manner than by an agreement in writing signed by all parties.
- c. Time is of the essence in the performance of all obligations under this Agreement.
- d. In the event that any term, condition, provision, or requirement set forth in the body of the Agreement conflicts with or is inconsistent with any term, condition, provision, or requirement in any exhibit and/or attachment to this Agreement, the provisions of this body of the Agreement shall prevail.

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

OPERATOR

MIDPENINSULA REGIONAL OPEN SPACE DISTRICT

By \_\_\_\_\_

By \_\_\_\_\_  
General Manager – Ana Ruiz

Date \_\_\_\_\_

Date \_\_\_\_\_

Approved as to Form

By \_\_\_\_\_  
General Counsel - Hilary Stevenson

Date \_\_\_\_\_

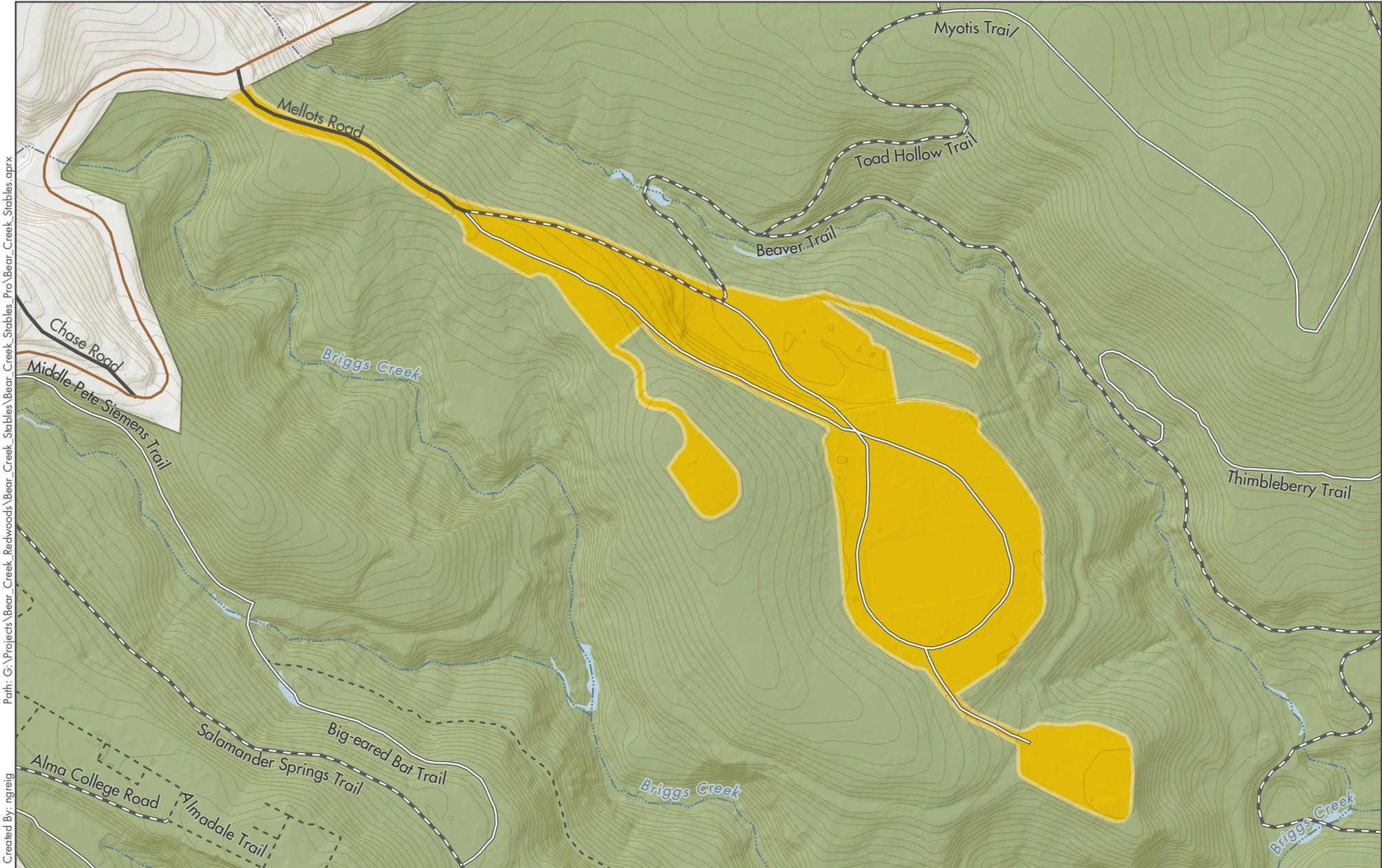
Attest

By \_\_\_\_\_  
District Clerk – Maria Soria

Date \_\_\_\_\_

**List of Attachments**

- Attachment A: Premises Map**
- Attachment B: Use of the Premises**
- Attachment C: Programming Requirements**
- Attachment D: Operator's Business and Programming Plan**
- Attachment E: Sample Liability Waiver**
- Attachment F: Sample Boarding Agreement**
- Attachment G: Business Plan Requirements**
- Attachment H: Sample Statement of Gross Receipts**
- Attachment I: Stables Maintenance Fund Projects**
- Attachment J: Required Maintenance**
- Attachment K: Friends of Bear Creek Equipment Inventory**
- Attachment L: Contractor Insurance and Indemnification Requirements**
- Attachment M: IPM Program BMPs**
- Attachment N: Regulations for use of Midpeninsula Regional Open Space Lands**
- Attachment O: Stables Rules of Conduct**
- Attachment P: Criminal Background Laws**



Path: G:\Projects\Bear\_Creek\_Redwoods\Bear\_Creek\_Stables\Bear\_Creek\_Stables\_Pro\Bear\_Creek\_Stables.aprx  
Created By: ngreig

### Bear Creek Stables Premises Map

- Bear Creek Stables Premises
- Bear Creek Redwoods preserve
- Private property

Midpeninsula Regional  
Open Space District  
(Midpen)  
1/28/2026



While the District strives to use the best available digital data, these data do not represent a legal survey and are merely a graphic illustration of geographic features.

**ATTACHMENT B: Use of the Premises**

The District's goals for the Stables are: maximizing public benefits of the Stables by broadening public access and use of the Premises; emphasizing the protection of natural resources at the Stables; and developing a viable plan that is financially feasible for the District and the Operator.

**1. USE OF THE PREMISES**

- a. Operator shall manage the Stables as a public asset, balancing the boarders' needs with the needs of the public and minimizing conflicts, to foster a socially vibrant and healthy learning environment for all users. Operator shall provide horse boarding for the purpose of providing equestrian programming through the use of boarded horses and/or horse owners participation in programming as volunteers, contractors, or employees.
- b. Always provide excellent customer service and maintain a friendly and courteous atmosphere.
- c. Facilitate having the public area of the Stables open daily during Preserve hours. Provide emergency telephone service and first aid to Preserve users to the extent reasonably possible with available personnel. Allow non-customer Preserve visitors to enter the Stables to water their horses (if arriving to the site on horseback) and use the restroom during normal business hours.
- f. Operator will be allowed to store two horse trailers on the Premises: one (1) large trailer for 4-8 horses and one (1) small trailer for 1-2 horses. Additional trailers owned by the Operator can be stored on site only with the written permission of the District.
- e. Boarders who have a trailer parked onsite at the commencement of the Initial Term of this Agreement may continue to park such trailer at the Premises, for a parking fee not less than \$40 per month. In no event shall the number of trailers stored on site (inclusive of those owned by boarders and the Operator) exceed seven (7) in total.
- f. Equestrian trailer permit parking spaces shall be kept clear for use by visitors for permit equestrian parking.
- g. Provide a staff/volunteer presence at the Premises sufficient to operate the Premises and to respond to emergencies.
- h. Provide a manure removal program that ensures: paddocks are cleaned once per day six days per week (except Sundays); manure storage must be covered during rain and off hauling; drainage from storage area must flow to vegetated filter strips; and no more than 20 cubic yards of manure will remain on the property at any time.
- i. Provide regular communications such as monthly meetings and informational messages for Boarders, program participants, and District.

## 2. RESTRICTED USE

- a. Minimize noise. Operator shall not install, use, or permit to be operated or used any amplified sound, including public address equipment, television equipment, juke box, radios, loudspeaker, or other equipment producing noises that can be heard beyond the boundaries of the Premises, except as approved in writing by District in advance of such operation and use.
- b. Private Vehicles. Operator's personnel may drive private vehicles into areas of the stable operational facilities normally restricted to District vehicles only, but only as required by Operator for loading and unloading items used to operate the Premises. Operation of Operator's vehicles shall be subject to regulations established by the District.
- c. Free of Trash and Garbage. Operator shall maintain Premises in a clean, safe, wholesome, and sanitary condition free of trash, garbage, or obstructions of any kind and in compliance with any and all applicable laws, rules or regulations. Operator shall remedy without delay any defective, dangerous, or unsanitary conditions.
- d. Chemicals. No pesticides, herbicides or fungicides may be used by Operator at the Premises that is not approved in writing by District in advance of proposed use.
- e. Storage. Operator shall not store supplies, equipment, or other items outside of a structure at the Premises, except as specifically approved in writing by District in advance of such storage.
- f. Operator's Use of Residence (if applicable). If Operator establishes a resident at the Premises pursuant to this Agreement, Operator shall ensure appropriate management and use of Residence, including maintaining the exterior in a clean and reasonable condition.
- g. Retail sale of food or other items is prohibited unless Operator obtains prior written approval of District.

## SUGGESTIONS/ GRIEVANCE /COMPLAINT PROCEDURE

Operator agrees to establish and maintain a suggestion and complaint procedure related to the operation of the Stables in substantially the same form as the below. Such procedure shall be posted in an area visible to Stables visitors.

### Procedures for Suggestions

1. Any person desiring to present any suggestion to the District concerning the operation or condition of the Bear Creek Stables shall present same in writing to the Operator.
2. The Operator shall respond in writing to the person, with a copy to be emailed to the District property management program at: [PM@openspace.org](mailto:PM@openspace.org).

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

**Procedures for Grievances/Complaints**

1. Any person (“complainant”) desiring to present to the District a complaint concerning the operation or condition of the Bear Creek Stables shall present same verbally to the Operator.
2. The complaint may be submitted in writing to the Operator.
3. The Operator shall provide written responses to complaints. Copies of these responses shall be made available to the District upon request.
4. If the complaint is not settled by this action, the complainant may send a written request for review to the District’s Senior Property Management Specialist. The review by the District will be limited to ensuring the Operator’s compliance with the terms of this agreement. The District will typically provide a written response to the complainant and the Operator within 30 days.

## ATTACHMENT C: Programming Requirements

Operator will offer opportunities for diverse and underserved community residents to experience equestrian activities and programming in a safe, environmentally sustainable, and sensitive manner, and in compliance with applicable local and state codes, regulations, and permit conditions.

### 1. GENERAL PROGRAMMING REQUIREMENTS

- a. The maximum cumulative number of program participants is 40 per day unless special permission is provided by the District in advance in writing.
- b. 30% of all programming activities must be made free of charge or at a discounted rate, with at least 20% of all programming free of charge or at a minimum discount of 50% for underserved communities.
- c. Programming shall annually serve at least 1,500 individuals through programs at the Stables or in the Preserve. (Does not include outreach to current visitors; must consist of an intentional visit to the Stables to participate in programming.) It can include participants in tours of the nonpublic areas of the stables. Operator shall provide a written monthly report documenting programming participants, fees collected and compliance with programming requirements.
- d. Participants shall be required to sign a waiver in substantially the same form as **Attachment “D” (“Sample Liability Waiver”)**. Signed waivers shall be retained by Operator and made available to District upon request.
- e. Operator shall offer a minimum of two general public monthly tours for the portion(s) of the Stables area that are not normally open to the public. Tours can be hike in only at the discretion of the Operator. Operator shall provide a copy or website link of public advertisement of the tours to the District.

### 2. EXPOSURE PROGRAMMING.

The majority of on-site programming will provide the public with exposure to horses, nature, and low impact uses of the site. Program opportunities include:

- a. Nature walks/lessons
- b. Equestrian interactions/exposure (e.g. horsemanship classes, grooming, pictures) --
- c. Traditional equestrian programming (e.g. lessons, camps, mounted and unmounted demonstrations)

- d. Barnyard animal interactions (subject to District approval of pens and type and number of animals)
- e. Arts and crafts
- e. Guided stables tours
- f. Volunteer and community service projects
- g. School field trips
- h. Community and corporate group events

### 3. RIDING PROGRAMS.

Equestrian riding programs for members of the public to learn to ride may include, by way of example:

- a. Riding School, lessons, horse camps, nature walks/demonstrations, barnyard animal interactions, arts and crafts, guided Stables tours, volunteer and community service projects, and community events.
- b. In no event shall horse camps be held for more than 18 weeks out of any year on a rolling basis.
- c. Participants in riding equestrian programs must be age 7 or older. Notwithstanding the foregoing, Operator shall specifically describe any equestrian activity that will involve children younger than 7 years old, and provide satisfactory evidence of insurance coverage for activities involving children in this age group, acceptable to District in District's sole discretion.
- d. Each riding participant is required to have a helmet, long pants, and closed-toe shoes (no tennis shoes). Helmets shall be worn by all participants and shall meet or exceed the quality standards of the SEI Certified ASTM Standard F1163 protective equestrian helmet.

### 4. RATES AND CHARGES

The Operator will provide proposed rates and charges for members of the public using the Premises to District annually for its approval, which will not be unreasonably withheld.

*Price Increases.* Operator shall not increase the rates and charges as they are set forth in this Attachment at the commencement of the Initial Term, nor shall Operator institute any additional services or corresponding rates/charges, without the prior written consent of the District. Operator shall submit requests for changes to rates and charges during an annual update period specified in advance by District. Operator may propose unanticipated price increases due to increases in cost to provide services or for new programming elements

outside the annual process in writing, subject to a 60-day review period by the District; provided, however, that Operator shall obtain District’s written approval prior to implementation of any price increases.

It is understood that Operator shall inform District of changes to all rates and charges-- including boarding, rental, and lesson rates-- in writing. By way of example, a rate sheet might be structured as follows:

<b>Bear Creek Stables Rates – ☎ (xxx) xxx-xxxx</b>	
<b>Boarding</b>	
	<i>Small Stall</i> \$ ___ /month
	<i>Medium Stall</i> \$ ___ /month
	<i>Large Stall</i> \$ ___ /month
<b>Lessons</b>	
	<i>Private</i> \$ ___ /hour
	<i>Semi-Private</i> \$ ___ /hour
	<i>Group</i> \$ ___ /hour
<b>Day Camp</b>	
	<i>Individual</i> \$ ___ / day
<b>Week Camp (5 Days)</b>	
	<i>Individual</i> \$ ___ / day

**Attachment D: Operator Business and Programming Plan**

To be posted on the website no later than Wednesday February 25, 2026.

## ATTACHMENT E: Sample Liability Waiver

**Midpeninsula Regional Open Space District  
Friends of Bear Creek Stables**

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY,  
AND PARTICIPATION AGREEMENT**

**BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE.**

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

I, \_\_\_\_\_, the undersigned, (and my minor child, \_\_\_\_\_, if applicable), in consideration of my and/or my minor child's participation horseback riding, horse training, competing on horses, handling horses, being in close proximity to horses, and other related activities (hereinafter collectively referred to as "Equestrian Activities") hereby release, waive, discharge, and covenant not to sue Midpeninsula Regional Open Space District and Friends of Bear Creek Stables, along with their respective officers, directors, agents, employees, independent contractors, and volunteers (hereinafter collectively referred to as the "Released Parties"). This release is made on behalf of myself and, if applicable, my minor child, as well as our heirs, assigns, personal representatives, and estate as follows:

**ASSUMPTION OF INHERENT RISKS**

1. I, the ADULT PARTICIPANT, OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S), **understand and acknowledge** that the activity I am about to voluntarily engage in, whether as a participant or a volunteer, involves **certain known and unanticipated risks**. These risks could result in **injury, death, illness, or disease—either physical or mental—or damage to myself, my property, spectators, and other third parties**. An inherent risk of equine activity means a danger or condition that is an integral part of an equine activity. The following items describe some, but not all, of those risks:
  - 1.1. A horse's propensity to behave in ways that may result in injury, harm, or death to a person or one around it.
  - 1.2. The unpredictability of a horse's reaction to things such as sounds, sudden movement, people, other animals, or unfamiliar objects.
    - 1.2.1. For example, a horse may, without warning or any apparent cause, buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person all of which may cause the rider to fall or be jolted, resulting in serious injury or death.
  - 1.3. A hazard such as a surface or subsurface condition.
  - 1.4. Colliding with another horse or object.
  - 1.5. Equipment may fail; saddles or bridles may loosen or break, resulting in serious

injury or death.

- 1.6. Risks caused by other people's actions, including but not limited to co-participants.
2. I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S), **acknowledge that horseback riding is a dangerous activity and involves RISKS that may cause SERIOUS INJURY AND, IN SOME CASES DEATH**, because of the unpredictable nature and irrational behavior of horses, regardless of their training and past performance.
3. I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S), **voluntarily assume the risk and danger of injury or death** inherent in the use of the horse, equipment, and gear provided to me by the Released Parties and understand that equipment can fail at any time, thereby resulting in injury.
4. I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S), **voluntarily assume the risk and danger of injury or death** inherent in the use of the stables and property located at 19100 Bear Creek Rd., Los Gatos, CA 95033.
5. I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S), acknowledged that the Released Parties are not responsible for any hazards or hazardous conditions at the location, or for any injury, illness, death or damage resulting from them.

#### **WAIVER OF LIABILITY FOR ORDINARY NEGLIGENCE**

6. I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S), **RELEASE, WAIVE, AND DISCHARGE** the Released Parties today and on all future dates from **ANY CLAIM** of injury, death, other damage, or loss resulting from my participation as described above or as a result of the **ORDINARY NEGLIGENCE** of the Released Parties **INCLUDING BUT NOT LIMITED TO** training or selecting horses, maintenance, care, fit or adjustment of saddles, bridles, or other equipment, instruction on riding skills, leading and supervising riders and the maintenance and care of the property located at 19100 Bear Creek Rd., Los Gatos, CA 95033.

#### **INDEMNIFICATION AGREEMENT**

7. I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S), **agree to HOLD HARMLESS, DEFEND, AND INDEMNIFY** the Released Parties (that is, defend and pay any judgment and costs, including investigation costs and attorney's fees) from any and all claims of mine, my spouse, family members, or others arising from:
  - 7.1. **My or my minor child's participation in Equestrian Activities;**
  - 7.2. **Arising out of or in any way connected with either my use of the horse and any equipment or gear provided;**
  - 7.3. **Arising out of any acts or omissions of the Released Parties OR**
  - 7.4. **Arising out of claims of co-participants, rescuers, and others as a result of my**

**participation in Equestrian Activities.**

**COVENANT NOT TO SUE**

8. I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S), **RELEASE, DISCHARGE, AND PROMISE NOT TO SUE** the Released Parties doing business under their own name or any other name, **FOR ANY LOSS, LIABILITY, DAMAGE, OR COST WHATSOEVER ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE, OR INJURY (INCLUDING DEATH) TO MY PERSON OR PROPERTY.**

**RULES AND HEALTH STATUS**

9. I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S), agree to abide by and follow any instructions given or rules established by the Released Parties with regard to my use of the property located at 19100 Bear Creek Rd., Los Gatos, CA 95033, the horse, any equipment provided therewith.
10. I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S), certify that I have sufficient health, accident, and liability insurance to cover any bodily injury or property damage incurred while participating in the Equine Activities and to cover bodily injury or property damages caused to a third party as a result of my participation. If I have no such insurance, I certify that I am capable of personally paying for any and all such expenses or liability.
11. I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S), represent that, to the best of my knowledge, I do not have any health conditions that would make it inadvisable for me to participate in Equestrian Activities.
12. I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S), understand and agree that no person will be allowed to mount any horse or pony located at 19100 Bear Creek Rd., Los Gatos, CA 95033 without wearing an ASTM-standard and SEI-certified helmet.
13. I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S), understand and agree that while the Released Parties require me to wear an ASTM-standard and SEI-certified helmet, they do so while WARNING that no protective equipment can guard against all injuries.

**VENUE, SEVERABILITY, INTEGRATION CLAUSE**

14. I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S), agree that if, in spite of this contract, legal action is brought regarding a claim, it must be brought in the Superior Court of Santa Clara County, California, and further agree that the substantive laws of the State of California shall apply in any action brought.
15. I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S), agree that the foregoing assumption of risk, waiver of liability for negligence, and indemnity agreement is governed by the State of California and is intended to be as broad and inclusive as permitted by California law and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the balance of the Agreement shall not be affected or impaired in any

way and shall continue in full legal force and effect.

16. I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S), understand that this is the entire agreement between myself (and minor child if applicable) and the Released Parties and cannot be modified or changed in any way by the representations or statements of any employee, agent, independent contractor, or by me.
- 17. MY SIGNATURE BELOW INDICATES THAT I HAVE READ THIS ENTIRE DOCUMENT, UNDERSTAND IT COMPLETELY, UNDERSTAND THAT IT AFFECTS MY LEGAL RIGHTS, AND AGREE TO BE BOUND BY ITS TERMS. I UNDERSTAND IT IS A PROMISE NOT TO SUE AND IS A RELEASE AND INDEMNITY FOR ALL CLAIMS.**
18. If I am a parent or guardian of a minor child choosing to participate in Equestrian Activities with the Released Parties, I consent to the child's participation, **I AGREE** to all of the above provisions, and **I AGREE** to assume all of the obligations of this release on the child's behalf.
19. If I sue or bring a claim or otherwise breach this Agreement, the Released Parties shall be entitled to recover, as an element of the costs of suit and not as damages, reasonable attorney's fees to defend my suit or claim to be fixed by the court or arbitrator(s) (including without limitation, costs, expenses, and fees on any appeal). If, following such a suit or claim, the Released Parties assert a counterclaim or cross complaint in such suit or other proceeding to enforce or interpret any part of the Agreement, the Released Parties shall be entitled to recover, as an element of the costs of suit and not as damages, reasonable attorneys' fees arising out of such counterclaim or cross complaint to be fixed by the court (including without limitation, costs, expenses, and fees on any appeal). The Released Parties shall be entitled to recover its costs of suit regardless of whether such suit proceeds to final judgment.

---

Printed name of Participant Date

---

Signature of Participant or Parent or Guardian #1 if Participant is under 18. Date

---

Signature of Parent or Guardian #2 if Participant is under 18. Date

ATTACHMENT F: Sample Boarder Agreement

**Bear Creek Stables Boarder Agreement**

19100 Bear Creek Rd  
Los Gatos, CA 95033

Mailing Address  
P.O. Box 546  
Redwood Estates, Ca 95044  
Attention: Rick Parfitt

Phone: 408-353-4912,  
Email: Rick Parfitt, fbcs@friendsofbearcreekstables.org

This Agreement dated \_\_\_\_\_ is made by and between Friends of Bear Creek Stables (Operator) and \_\_\_\_\_ (“Horse Boarder” or “Boarder”) for purposes of boarding a horse at Bear Creek Stables (“Premises”) subject to the terms and conditions set forth herein. Premises is owned by the Midpeninsula Regional Open Space District (District)

**1. DESCRIPTION OF HORSE (hereinafter referred to as HORSE),**

Name: \_\_\_\_\_ Age: \_\_\_\_\_  
Color: \_\_\_\_\_ Sex: \_\_\_\_\_  
Breed: \_\_\_\_\_ Registration/Tattoo: \_\_\_\_\_  
Insurance Carrier: \_\_\_\_\_ Policy No.: \_\_\_\_\_

**EQUINE EMERGENCY CONTACTS (Veterinarian):**

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**2. BOARDER INFORMATION:**

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

Cell phone: \_\_\_\_\_ Home/Work: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Trailer on site?  NO /  YES. If YES, provide License Plate No.: \_\_\_\_\_

**Check one:**

I warrant that I am the legal owner of the Horse.

I warrant that I have the legal right to possess the Horse and board it at Bear Creek Stables.

Farrier Name \_\_\_\_\_ Phone \_\_\_\_\_

The following individuals are allowed to ride the Horse (in addition to Boarder):

\_\_\_\_\_

**BOARDER EMERGENCY CONTACTS:**

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**3. CHARGES and TERM**

BOARDER agrees to pay the monthly Boarding Charge of \$XXXXX on or before the first day of each month, continuing on a month-to-month basis. Boarding Charge shall be paid on a pro-rated basis based on the number of days boarded on a standard 30-day month. Operator agrees to provide a stall, clean the stall once per day six days per week (except Sundays), and feed hay twice per day. Horse will be fed 4 flakes of hay. Additional flakes are subject to an additional charge. Alternate feed may be available depending on availability based on written agreement at an additional charge.

**Late Charge:** Boarding Charges paid after the tenth day of the current-rent month will result in a \$50.00 late charge.

If the Boarding Charge is more than fifteen (15) days past due, Operator will consider Boarder to be in default of this Agreement, and Operator may terminate this Agreement pursuant to the Termination provision set forth below.

Operator may increase the Boarding Charge at any time upon thirty (30) days' advance written notice.

Hold fee: If Boarder must remove a horse for extended medical treatment, a hold fee of 50% of the applicable monthly board will be charged and is due and payable under the same terms as regular board. This does not alter the requirement to give 30 days notice if the Boarder decides not to return Horse to premises.

Limited trailer parking may be available and is limited to one trailer per Boarder. Trailer parking is subject to a separate agreement and payment of fee. Contact Operator for the appropriate liability release and trailer parking application. Trailers may not exceed 36 feet in total length, including hitch. Trailer parking is very limited, is not guaranteed, and may be removed at anytime.

Operator reserves the right to make improvements to any paddock or enclosure. Operator reserves the right to move Horse to a different paddock with 7 days' advance notice to Boarder at the email address listed above.

#### 4. BOARDER RESPONSIBILITIES

Boarder agrees to become familiar with and to comply faithfully with Rules and Guidelines, attached hereto, governing the conduct of all people on the Premises. Boarder and any individuals authorized on this agreement to visit the premises or any visitor's brought to the Premises by Boarder agree to read, sign, and follow "Stable Rules and Guidelines." Failure to comply may result in termination of this Agreement.

##### STATUS OF ANIMAL and ANIMAL HEALTH

The Boarder warrants and represents that said Boarder is the sole owner of the Horse, or has the legal right indicated above to possess and board the Horse at Bear Creek Stables, and there is no lien or mortgage against the Horse other than as specified below; that all information stated above is correct; that the Horse is in good health, free from exposure to contagious or infectious diseases; and that the Horse has no unusual habits or medical problems other than those, if any, expressly stated by the Boarder to Operator in writing as part of the Horse Health Information and Biosecurity Policy. In accordance with that policy, the Boarder agrees to immediately notify Operator of any health problems, illnesses, accidents, or exposure to contagious or infectious diseases of which the Boarder becomes aware. Prior to move-in, Boarder must provide a health certificate from a licensed veterinarian based on inspection not more than 2 months before move-in date, together with proof of vaccination for Tetanus, Eastern & Western Encephalomyelitis, Strangles, West Nile, Equine Influenza and Rhinopneumonitis. Boarder agrees to maintain vaccinations in accordance with recommended veterinary practices and to de-worm Horse at least quarterly. Boarder will provide written proof of vaccinations at any time if requested by Operator. Falsifying or omitting information on the Health Information and Biosecurity Policy form will result in termination of the contract and

loss of future privileges at the Premises. Operator reserves the right to request written proof of vaccinations at any time.

Boarder shall not alter or move any gate, structure, or paddock wall, nor shall Boarder erect any structure, even a temporary structure, on the Premises.

Boarder shall not rent or lease their horse to other parties. All owners of a horse must be listed and sign the boarder agreement.

## 5. RISK OF LOSS

The Midpeninsula Regional Open Space District ("District") and Operator shall not be liable for any loss or injury to any horse arising from any cause, including, but not limited to, sickness, disease, theft, injury or death that may be suffered by Horse or which results in death, damage or injury of any kind, or any other cause of action arising out of or connected in any way with the boarding of Horse, and from whatever cause, including the negligence or omission of the Operator, District, its agents, employees, or property, or by any other party.

BOARDER hereby releases the Operator and District, its agents and employees from any and all obligation, liability, or claim of any kind or nature arising from or related to any such injury or damage and further agrees to hold the Operator and District, its agents and employees harmless therefrom, including specifically, without limitation thereto, assumption of or reimbursement of the cost of defense, including reasonable attorney's fees, expenses, and all other costs related to the matter.

BOARDER is solely responsible for all horse care including exercise, veterinary care, routine vaccinations, deworming, hoof care etc. BOARDER fully understands and hereby acknowledges that District does not carry any insurance on any HORSE(S) at the PREMISES including, but not limited to, insurance for boarding or any other purposes, for which the HORSE(S) is/ are covered under any liability, theft, or equine mortality insurance policy. All risks relating to boarding of HORSE(S) at the Premises, are solely borne by BOARDER.

If Operator believes Boarder is not meeting the above obligations, Operator shall attempt to contact Boarder at the contact information provided as part of this contract. If Operator is unable to reach Boarder within a reasonable period of time and care is not provided, the Operator is authorized to provide care at Boarder's sole expense. Abuse or neglect of any horse will not be tolerated at any time. Should signs of abuse or neglect occur, Boarder will be reported to the appropriate authorities and required to remove horse from the Premises immediately.

## 6. BOARDER RESPONSIBILITY FOR PERSONAL PROPERTY AND PROPERTY DAMAGE

Operator does not provide tack storage space.

It is expressly agreed that all risk of loss or damage to Boarder's saddles, tack, equipment and other personal property shall remain exclusively with Boarder. Any unclaimed personal

property left by Boarder at the Premises for more than 90 days after termination of this Boarder agreement may be sold by Operator at its sole discretion.

Boarder further agrees to pay for damage to stalls, fences, wash station or any other property caused by Boarder/Boarder's horse beyond normal wear and tear. Concurrent with the execution of this boarding agreement, owner agrees to deposit \$100 as a security deposit utilized to pay for all of the above damages. The deposit will be refunded, less any amounts due and owing to Bear Creek Stables, within fifteen days after the last day of the month in which board is terminated, provided the Horse has been boarded for at least 3 months and the required 30 day notice has been given for termination.

#### 7. INDEMNIFICATION AND HOLD HARMLESS:

Boarder hereby agrees to defend, indemnify, and hold harmless the Operator and District, its officers, employees, directors, and agents from any and all claims of injury, loss or liability whatsoever (including reasonable attorney's fees and/or any other associated costs), damages (actual, punitive and consequential), liens, and liabilities whatsoever, specifically including any mechanics' or materialmen's liens filed against the Premises, related to or connected in any manner with the breach of any of the obligations imposed upon Boarder under this Agreement, or BOARDER or BOARDER's Guests', invitees', employees', contractors', or agents' use, entry upon, or placement or installation of anything on, the Premises. This indemnification clause shall survive the expiration or earlier termination of this Agreement.

I further understand and agree that I am not permitted, nor are any of my guests or invitees permitted, to have contact with any horse on the Premises until a fully executed Release and Waiver of Liability has been provided to the Operator.

#### 8. EMERGENCIES

Operator agrees to attempt to contact Boarder should Operator become aware that, in its reasonable judgment, emergency medical care is needed for Horse; however, Operator assumes no duty or obligation to monitor Horse's medical condition.

In the event emergency medical care is deemed by the Operator to be necessary, if Operator is unable to contact Boarder, Operator is hereby authorized to secure emergency veterinary care deemed in Operators' reasonable judgment to be needed for the immediate health and well-being of Horse. Boarder further authorizes the Operator to euthanize the Horse if BOARDER cannot be reached and it is recommended by the emergency veterinarian to do so.

Boarder agrees to pay all expenses and costs of such emergency medical treatment and Operator is hereby authorized to arrange direct billing to Boarder.

Contact information for Horse's regular veterinarian, and backup emergency contacts, are listed in Section 1 hereinabove.

If Horse's regular veterinarian is not available on a timely basis, Operator is authorized to engage another veterinarian to treat Horse. Boarder agrees to hold Operator harmless from any claim, suit or action against any veterinarian arising from Operator's obtaining such care for Boarder's horse. Operator assumes no duty or obligation to monitor Horse's medical condition.

Boarder further agrees pay all expenses and costs associated with such treatment.

Boarder consents to and authorizes the evacuation of the Horse offsite in the case of fire or other emergency, if it is feasible for the Operator or District to do so.

## 9. TERMINATION

- (a) Voluntary. Either party may terminate this Agreement by providing thirty (30) days written notice of termination by midnight on the last business day before the first of the final month. If Boarder provides such notice after the last business day of any calendar month this Agreement shall terminate on the last day of the month following the month in which notice is provided.
- (b) Involuntary. In the event Boarder breaches any term of this Agreement, or if the operator determines that Horse creates a safety concern or is otherwise detrimental to the operation of the Premises, Operator shall, at its discretion, have the right to immediately terminate this Agreement and provide Boarder with written notice to remove Horse and any personal property within three (3) days. In the event of an involuntary termination Boarder remains responsible for monthly fees in accordance with Section 1. above. If Boarder fails to remove Horse, Boarder authorizes Operator to sell horse and remit the proceeds, less cost of sale, any arrearages in monthly fee and any other costs, to Boarder.

## 10. RIGHT OF LIEN

Boarder agrees and acknowledges that Operator may assert and exercise a right of lien as provided by applicable law in the event that unpaid costs of services, board, or other charges due hereunder exceed \$5,000, or if Boarder abandons horse. In the case that Boarder abandons horse, Operator may sell the horse notwithstanding California Civil Code section 3080.

11. JURISDICTION AND VENUE

This Agreement shall be construed in accordance with and governed by the laws of the State of California. Both parties agree that any legal action filed in connection with this Agreement will be filed in Santa Clara County Superior Court.

12. COLLECTION

The owner agrees that the owner shall pay to Operator any and all costs incurred in the collection of amounts due or in the enforcement out any of the obligations hereunder, including the cost of reasonable attorneys' fees.

---

**I have read and understand the terms of this Boarder Agreement. I agree that I am not permitted, nor are any of my guests or invitees permitted, to have contact with any horse on the Premises until a fully executed Release and Waiver of Liability has been provided to Operator.**

BOARDER'S Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Checklist of additional documents to be executed prior to bringing Horse onto Premises:

Horse Health Information and Biosecurity Policy: completed

Waiver of Liability, Assumption of Risk, and Indemnity Agreement: completed

### ATTACHMENT G: Business Plan Requirements

Operator shall be required to provide an annual Business and Programming Plan that shall include the following information:

- a. Executive Summary.
  - i. Provide a concise overview of the entire business plan
  - ii. Highlight key information relevant to the District and public
- b. Description of Organization.
  - i. Define organizational structure
  - ii. Define responsibilities of staff
- c. Management Team Composition.
  - i. Provide resumes of key staff
  - ii. Provide experience including public operation in managing a stable and managing/working with contractors on stables improvements.
- d. Implementation Approach.
  - i. Discuss strategies to reduce time and costs
  - ii. Discuss strategies to reduce operational waste and greenhouse gas emissions
  - iii. Discuss strategies to promote diversity, equity, and inclusion
  - iv. Discuss strategies to build cooperation between boarders, public and District
  - v. Discuss quality of service, and knowledge of personnel for the management and operation of Stables .
  - vi. Discuss practices to promote the health and safety of horses
- e. Marketing or Fundraising Strategy.
  - i. Discuss marketing strategies to promote programming and awareness
  - ii. Discuss fundraising strategies to secure operational capital funds
- f. Programming Approach.
  - i. Discuss how general programming requirements will be met as described in Attachment C: Programming Requirements
  - ii. Discuss strategies to increase the public's exposure to horses, nature, and low impact uses of the site.
  - iii. Discuss how riding programs will be implemented.
  - iv. Discuss how rates will be determined for both programming and boarding.
- g. Financial Projections.
  - i. Discuss ability to provide services throughout the term with adequate financial resources to cover start-up costs and sustain possible losses.
  - ii. Discuss sources of financing and availability of immediate funds and backup funds
  - iii. Provide details of financial resources and stability including revenue projections
  - iv. Discuss fee structure and services provided to boarders and programming

ATTACHMENT H: Sample Statement of Gross Receipts

Bear Creek Stables														
2025	January	February	March	April	May	June	July	August	September	October	November	December	Total	
STALLS 1-30 standard @ \$xxx														
STALLS 31-35 temp boarding @ \$xxx														
STALLS 36-42 prime @ \$xxx														
Program revenue (list programs and gross receipts)														
Residence Rental Income														
Additional Services														
<b>Total Programming Revenue</b>														
Maintenance Fund Deposit (5% of total programming revenue)														
Approved expenditures														
Balance of Maintenance Fund														
Donations														
Person & date														
Fundraising Events Date														
Total raised														
<b>Total Fundraising and Donations Revenue</b>														
Expenses														
Operating Fund Balance														

### ATTACHMENT I: Stables Maintenance Fund Projects

- a. Expenditures from the Operator Maintenance Fund shall require District's prior written approval and are intended to be used for projects costing more than \$1,000.
- b. A minimum balance of Five Thousand Dollars (\$5,000) shall remain in the Operator Maintenance Fund fees at all times, to pay for unanticipated projects.
- c. Specific plans and/or specifications, as appropriate, must be submitted to District for prior approval. Such review will be completed by District within ninety (90) working days of receipt. Operator shall incorporate District's requests for revision or amendment.
- d. For activities requiring a building or other regulatory permit, it will be the Operator's or its contractor's responsibility to complete applications and obtain permits. Permit costs may be funded by maintenance funds as part of the project. The District will provide property owner authorization, if required for permits, for projects previously approved by the District.
- e. If Operator uses its employees or agents for these projects, payment for such labor 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 and not the supervisor or manager rate; and hours and rate must be preapproved by the District. Use of Maintenance Fund monies for labor can be used to fund payroll taxes of up to 16% of wages.
- f. Upon completion of an approved maintenance project, the Operator will submit to the District a summary of project costs, original invoices, and copies of front and back of canceled checks to vendors.
- g. Maintenance Fund project categories are established by District and may include but are not limited to the following items:
  - i. Painting and repairs of buildings and facilities.
  - ii. Landscaping/tree replacement program (including arborist and hazardous trees.)
  - iii. Replacement or construction of new structures on the Premises with prior District approval.
  - iv. Installation of automatic horse watering equipment and new feeding devices. ~~Construction of new structures with prior District approval~~
  - v. Fencing and/or gate replacement
  - vi. Enhancement or development of arenas.
  - vii. Replacement or renovation of existing paddocks.
- h. Additional major maintenance categories may be recommended by Operator and established only upon District's written authorization at the District's sole discretion.

- i. All newly constructed or acquired fixtures shall become property of the District will be placed on an inventory asset list and catalogued by the District as such. Personal property of the Operator listed on the Friends of Bear Creek Equipment Inventory approved by the District will not be deemed a “fixture” under this agreement.

**ATTACHMENT J: Required Maintenance****1. BY OPERATOR**

- a. Paddock maintenance, repair and replacement per written District standards and specifications. Friends can propose alternate standards and specifications subject to District approval.
- b. Administer paddock cleaning six days a week excluding Sundays, daily feeding, and watering.
- c. Maintain manure management program, including proper manual off-hauling and disposal. No more than twenty cubic yards of manure may be stored at the Premises at any time.
- d. Fill depressions in excess of two inches in roadways, common areas, as they occur with suitable fill material or roadbed mix. This requirement does not apply to depressions existing at the commencement of this agreement but will apply after repaired by either party.
- e. Level stalls with soil frequently if depressions more than four inches occur. This requirement does not apply to depressions existing at the commencement of this agreement, but will apply after repaired by either party.
- f. Clean waterers at least monthly or as required to prevent algae buildup.
- g. Shape or re-slope outside paddocks for improved footing and drainage at least annually.
- h. Scrub down food managers as needed.
- i. Spread existing sand and drag and smooth both upper and lower arena's 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. (Use District specified sand only)
- j. Clean all public restrooms daily once the District installs a restroom building. Prior to the installation of a restroom building the District is responsible for the porta-potty rental and service fee
- k. Maintain 30 feet of defensible space from buildings, arenas, and paddock structures. (As defined by District Defensible Space Permit System Program)
- l. Maintain landscaping and trees according to International Society of Arboriculture (ISA) standards and specifications.

- m. Maintain water delivery system beyond the water valves serving the stables.
- n. Repair fencing as needed.
- o. Follow general rodent control practices in accordance with District Best Management Practices by keeping food secure, preventing feeding, and following District hygiene protocols.
- p. Check all fire equipment regularly and monitor water storage for fire equipment use.
- q. Maintain entrance gate.
- r. Administer waste disposal upkeep and maintain trash free premises, proper off-haul, and disposal of site debris and trash.

**2. BY DISTRICT**

- a. Maintain all buildings on site.
- b. Annual road maintenance and repairs.
- c. Secure Tevis barn.
- d. Maintain water line from the meter to the valve manifold serving the paddocks.
- e. Perform annual structure defensible space clearance outside of 30-foot perimeter in areas of requirement.
- f. Monitor pest thresholds in accordance with District's approved Natural Resource Guidelines- weeds, pigeons, ground squirrels, rodents, etc.
- g. Implement Integrated Pest Management strategies for invasive species and pest control if thresholds for prevention and control meet District guidelines.



### ATTACHMENT L: Contractor Insurance and Indemnification Requirements

Operator's Contractors shall provide and maintain General Liability, Business Auto, and Workers Compensation Insurance. Evidence of insurance coverage shall be submitted to the District's Risk Department for review and approval prior to commencement of work.

Prior to the commencement of work, Contractor shall provide and maintain:

- a. Commercial General Liability Insurance, with a limit of not less than **\$1,000,000 for each occurrence/ \$2,000,000 aggregate limits** for bodily injury and property damage.
- b. Business Automobile Liability Insurance, with a limit of not less than **\$1,000,000 for each occurrence**. Such insurance shall include coverage for owned, hired, and non-owned automobiles.
- c. Statutory Worker's Compensation Insurance and Employer's Liability Insurance is required.
- d. General Provisions for insurance:
  - i. Certificate must list District as an additional insured and shall be accompanied by an Additional Insured Endorsement for General and Auto Liability coverages. Endorsement must include reference to the District as an Additional Covered Party as follows: "Midpeninsula Regional Open Space District, its officers, agents and employees."
  - ii. Primary Insurance: General liability insurance shall be primary and non-contributory with respect to any insurance or self-insurance programs of the District, its boards, commissions, officers, agents, employees, and volunteers.
  - iii. Notice of Cancellation. The District requires thirty (30) days written notice of cancellation of any required insurance coverage.

#### INDEMNIFICATION REQUIREMENTS FOR CONTRACTORS

CONTRACTOR shall indemnify, defend, release, protect, and hold DISTRICT, its officers, agents, employees, and volunteers harmless from and against any and all liabilities, claims, demands, losses, damages, costs and expenses (including reasonable attorneys' fees) directly or indirectly arising out of, or caused by activities of CONTRACTOR or its agents, except for injury or damage resulting from the sole negligence or willful misconduct of DISTRICT.

**Table 4. District BMPs for IPMP**

BMP ID#	Best Management Practices
1	All pesticide use shall be implemented consistent with written Pest Control Recommendations prepared annually by a licensed Pest Control Adviser. The Pest Control Adviser shall ensure that all pesticide applications are performed at the time of year and phenological window for maximum effectiveness, thereby increasing treatment efficacy and reducing the need for follow-up applications.
2	Adjuvants shall be used and applied consistent with the District's Pest Control Recommendations.
3	Applicators shall follow all pesticide label requirements and refer to all other BMPs regarding mandatory measures to protect sensitive resources and employee and public health during pesticide application. All District field crew who perform herbicide treatments shall have specialized experience and training in pesticide safety, IPM principles, and special status species.
4	Pesticide applicators shall have or work under the direction of a person with a Qualified Applicator License (QAL) or Qualified Applicator Certificate (QAC). As appropriate, the District shall implement QAC certification requirements for additional field staff to enhance field crew training. Contractors and grazing and agricultural tenants may apply approved pesticides after review and approval by the District and under the direction of QAL/QAC field supervisors. After review and approval by the District and under the direction of QAL/QAC, contractors may apply approved fungicides to District preserves for the research and control of Sudden Oak Death (SOD). As needed for the control of mosquitos, cattle grazing rangers may apply District-approved bacterial pathogens to water troughs in District preserves. Employees, contractors and tenants may install approved ant and roach bait stations inside buildings in tamper-proof containers without review by a QAL/QAC. Tenants may not use rodenticides; only qualified District staff or District contractors may use approved rodenticides and these should only be used in the event of an urgent human health issue, in a manner consistent with the product label, and in anchored, tamper-proof containers inside buildings.
5	All storage, loading and mixing of pesticides shall be set back at least 300 feet from any aquatic feature or special-status species or their habitat or sensitive natural communities. Applicators shall use an air gap or anti-siphon device to prevent backflow while loading. All mixing and transferring shall occur within a contained area. Any transfer or mixing on the ground shall be within containment pans or over protective tarps and away from drain inlets, culverts, wells, areas with porous or erosion-prone soil, or other features that may allow for runoff.
6	As deemed necessary by the Pest Control Adviser, QAL, or QAC, appropriate, non-toxic colorants or dyes shall be added to the herbicide mixture to determine treated areas and prevent over-spraying, particularly in public areas.
7	<p>Application Requirements - The following general application parameters shall be employed during pesticide application:</p> <ul style="list-style-type: none"> <li>▲ Application shall cease when weather parameters exceed label specifications, when wind at site of application exceeds 7 miles per hour (MPH), or when precipitation (rain) occurs or is forecasted with greater than a 40 percent probability in the next 24-hour period to prevent loss of efficacy and lessen the potential for pesticides to enter surface water;</li> <li>▲ All restrictions and limitations, including those on irrigation, cultivation, re-entry, etc., as described on the pesticide product label shall be followed for sites treated with pesticides;</li> <li>▲ Spray nozzles shall be configured to produce a relatively large droplet size;</li> <li>▲ Low nozzle pressures (30-70 pounds per square inch [PSI]) shall be observed;</li> <li>▲ Spray nozzles shall be kept within 24 inches of vegetation during spraying;</li> <li>▲ Application equipment shall be calibrated periodically per manufacturer specifications or frequently enough such that equipment is applying pesticides according to label directions;</li> <li>▲ Drift and overspray avoidance measures shall be used to prevent drift in all locations. Particular attention shall be paid to areas where target weeds and pests are in proximity to special-status species or their habitat. Such measures can consist of, but would not be limited to the use of plastic shields around target weeds and pests and selecting and using appropriate spray nozzles and pressures. Spray areas may also be limited by using application methods such as spot treatments and thin line treatments of one-inch wide or less.</li> <li>▲ Due to the potential presence of temperature inversion layers, no spraying shall be conducted on designated "Spare the Air" days.</li> </ul>
8	Notification of Pesticide Application – Signs shall be posted notifying the public, employees, and contractors of the District's use of pesticides. The signs shall consist of the following information: product name, signal word, and manufacturer, active ingredient, and EPA registration number; target pest; preserve name; treatment location in preserve; date and time of application; date which notification sign may be removed; and contact person with telephone number. Signs shall generally be posted 24 hours before the start of treatment and

**Table 4. District BMPs for IPMP**

BMP ID#	Best Management Practices
	notification shall remain in place for 72 hours after treatment ceases. In no event shall a sign be in place longer than 14 days without dates being updated. See the IPM Guidance Manual for details on posting locations, posting for pesticide use in buildings and for exceptions.
9	Disposal of Pesticide Containers – Cleanup of all pesticide and adjuvant containers shall follow the product label and local waste disposal regulations. This generally consists of triple rinsing with clean water at an approved site and adding the rinsate to the batch tank for application. Used containers shall be punctured on the top and bottom to render them unusable, unless said containers are part of a manufacturer’s container recycling program, in which case the manufacturer’s instructions shall be followed. Disposal of non-recyclable containers shall be at legal dumpsites. Equipment shall not be cleaned and personnel shall not bathe in a manner that allows contaminated water to directly enter any body of water within the treatment areas or adjacent watersheds.
10	All appropriate laws and regulations pertaining to the use of pesticides and safety standards for employees and the public, as governed by the U.S. Environmental Protection Agency, the California Department of Pesticide Regulation, and local jurisdictions shall be followed. All applications shall adhere to label directions for application rates and methods, storage, transportation, mixing, and container disposal. All contracted applicators shall be appropriately licensed by the state. District staff shall coordinate with the County Agricultural Commissioners, and all required licenses and permits shall be obtained prior to pesticide application.
11	Sanitation and Prevention of Contamination - All personnel working in infested areas shall take appropriate precautions to not carry or spread weed seed or SOD-associated spores outside of the infested area. Such precautions will consist of, as necessary based on site conditions, cleaning of soil and plant materials from tools, equipment, shoes, clothing, or vehicles prior to entering or leaving the site.
12	All staff, contractors, and volunteers shall be properly trained to prevent spreading weeds and pests to other sites.
13	District staff shall appropriately maintain facilities where tools, equipment, and vehicles are stored free from invasive plants.
14	District staff shall ensure that rental equipment and project materials (especially soil, rock, erosion control material and seed) are free of invasive plant material prior to their use at a worksite.
15	Suitable onsite disposal areas shall be identified to prevent the spread of weed seeds.
16	Invasive plant material shall be rendered nonviable when being retained onsite. Staff shall desiccate or decompose plant material until it is nonviable (partially decomposed, very slimy, or brittle). Depending on the type of plant, disposed plant material can be left out in the open as long as roots are not in contact with moist soil, or can be covered with a tarp to prevent material from blowing or washing away.
17	District staff shall monitor all sites where invasive plant material is disposed on-site and treat any newly emerged invasive plants.
18	When transporting invasive plant material off-site for disposal, the plant material shall be contained in enclosed bins, heavy-duty bags, or a securely covered truck bed. All vehicles used to transport invasive plant material shall be cleaned after each use.
19	Aquatic Areas – Shortly before treatment, a District-approved qualified biologist or other District-approved personnel shall survey the treatment site to determine whether any aquatic features are located onsite. In addition, on a repeating basis, grassland treatment sites shall be surveyed once every five years and brushy and wooded sites shall be surveyed by a District-approved biologist once every five years. Brush removal on rangelands will require biological surveys before work is conducted in any year. Aquatic features are defined as any natural or manmade lake, pond, river, creek, drainage way, ditch, spring, saturated soils, or similar feature that holds water at the time of treatment or typically becomes inundated during winter rains. Treatment sites are defined as areas where IPM activity, including manual, mechanical, and chemical treatment, is expected to occur. If during the survey it is found that aquatic features are present within 15 feet of the proposed treatment area, the District shall either eliminate all treatment activities within 15 feet of the aquatic feature from the project (i.e. do not implement treatment actions in those areas) or if the District chooses to continue treatment actions in these areas, it shall use pesticides and adjuvants labeled for aquatic use and follow the requirements of the mitigation measure for special-status wildlife species and the CDFW Streambed Alteration Agreement.
20	Application of pesticides shall be conducted in accordance with the California Red-Legged Frog Injunction (Center For Biological Diversity v. U.S. Environmental Protection Agency (2006) Case No.: 02-1580-JSW) in known or potential California red-legged frog habitat specifically by: not applying specified pesticides within 15 feet of aquatic features (including areas that are wet at time of spraying or areas that are dry at time of spraying but subsequently might be wet during the next winter season); utilizing only spot-spraying techniques and equipment by a certified applicator or person working under the direct supervision of a certified applicator; and

**Table 4. District BMPs for IPMP**

BMP ID#	Best Management Practices
	not spraying during precipitation or if precipitation is forecast to occur within 24 hours before or after the proposed application. Preserves in which these precautions must be undertaken are: Miramontes Ridge, Purisima Creek Redwoods, El Corte de Madera, La Honda Creek, Picchetti Ranch, Russian Ridge, Sierra Azul, Tunitas Creek, Skyline Ridge, Rancho San Antonio, Monte Bello and Coal Creek OSPs and Toto Ranch.
21	<p>A District-approved biologist shall survey all selected treatment sites shortly before work to determine site conditions and develop any necessary site-specific measures. Treatment sites are defined as areas where IPM activity, including manual, mechanical, and chemical treatment, is expected to occur. In addition, on a repeating basis, grassland treatment sites shall be surveyed by a District-approved biologist once every five years and brushy and wooded sites shall be surveyed once every five years. Brush removal on rangelands will require biological surveys before work is conducted in any year. Site inspections shall evaluate existing conditions at a given treatment site including the presence, population size, growth stage, and percent cover of target weeds and pests relative to native plant cover and the presence of special-status species and their habitat, or sensitive natural communities.</p> <p>In addition, annual worker environmental awareness training shall be conducted for all treatment field crews and contractors for special-status species and sensitive natural communities determined to have the potential to occur on the treatment site by a District approved biologist. The education training shall be conducted prior to starting work at the treatment site and upon the arrival of any new worker onto sites with the potential for special-status species or sensitive natural communities. The training shall consist of a brief review of life history, field identification, and habitat requirements for each special-status species, their known or probable locations in the vicinity of the treatment site, potential fines for violations, avoidance measures, and necessary actions if special-status species or sensitive natural communities are encountered.</p>
22	<p>Nesting Birds - For all IPM activities that could result in potential noise and other land disturbances that could affect nesting birds (e.g., tree removal, mowing during nesting season, mastication, brush removal on rangelands), treatment sites shall be surveyed within two weeks prior to initiating activity to evaluate the potential for nesting birds. Tree removal will be limited, whenever feasible, based on the presence or absence of nesting birds. For all other treatments, if birds exhibiting nesting behavior are found within the treatment sites during the bird nesting season: March 15 – August 30 for smaller bird species such as passerines and February 15 - August 30 for raptors, impacts on nesting birds will be avoided by the establishment of appropriate buffers around active nests. The distance of the protective buffers surrounding each active nest site are: 1,000 feet for large raptors such as buteos, 500 feet for small raptors such as accipiters, and 250 feet for passerines. The size of the buffer may be adjusted by a District biologist in consultation with CDFW and USFWS depending on site specific conditions. Monitoring of the nest by a District biologist during and after treatment activities will be required if the activity has potential to adversely affect the nest. These areas can be subsequently treated after a District biologist or designated biological monitor confirms that the young have fully fledged, are no longer being fed by the parents and have left the nest site. For IPM activities that clearly would not have adverse impacts to nesting birds (e.g. treatments in buildings and spot spraying with herbicides), no survey for nesting birds would be required.</p>
23	<p>San Francisco dusky-footed woodrat and Santa Cruz kangaroo rat – All District staff, volunteers or contractors who will implement treatment actions shall receive training from a qualified biologist on the identification of dusky-footed woodrat, Santa Cruz kangaroo rat, and their nests or burrows. Generally, all San Francisco dusky-footed woodrat and their nests, and Santa Cruz kangaroo rat and their burrows will be avoided and left undisturbed by proposed work activities. If a nest site or burrow will be affected, the District will consult with CDFW. Rodenticides, snap traps, and glue boards shall not be used in buildings within 100 feet of active San Francisco dusky-footed woodrat nests or Santa Cruz kangaroo rat burrows; instead rodent control in these areas will be limited to non-lethal exclusion and relocation activities including relocation of nests if approved by CDFW. Tenants will contact the District for assistance in managing rat populations in buildings and under no circumstances will be allowed to use rodenticides.</p>
24	<p>Where appropriate, equipment modifications, mowing patterns, and buffer strips shall be incorporated into manual treatment methods to avoid disturbance of grassland wildlife.</p>
25	<p>Rare Plants – Shortly before treatment, all selected treatment sites shall be surveyed by District-approved personnel with environmental awareness training (BMP #20) prior to work to determine the potential presence of special-status plants. Rare plant surveys shall also be conducted during the appropriate season to assess the occurrence, if any, of dormant or overwintering plant species that may not be visible during the pre-treatment survey. If special-status plants are reported, information such as species and location shall be uploaded into an electronic inventory system and a biomonitor shall be present to oversee the planned IPM treatment. On a</p>

**Table 4. District BMPs for IPMP**

BMP ID#	Best Management Practices
	repeating basis, grassland treatment sites shall be surveyed by a District-approved biologist once every five years and brushy and wooded sites shall be surveyed once every five years. Brush removal on rangelands will require biological surveys before work is conducted in any year. Treatment sites are defined as areas where IPM activity, including manual, mechanical, and chemical treatment, is expected to occur. A 30-foot buffer shall be established from special-status plants. No application of herbicides shall be allowed within this buffer. Non-herbicide methods can be used within 30 feet of rare plants but they shall be designed to avoid damage to the rare plants (e.g., pulling).
26	Cultural Resources – District staff, volunteer crew leaders, and contractors implementing treatment activities shall receive training on the protection of sensitive archaeological, paleontological, or historic resources (e.g., projectile points, bowls, baskets, historic bottles, cans, trash deposits, or structures). In the event volunteers would be working in locations with potential cultural resources, staff shall provide instruction to protect and report any previously undiscovered cultural artifacts that might be uncovered during hand-digging activities. If archaeological or paleontological resources are encountered on a treatment site and the treatment method consists of physical disturbance of land surfaces (e.g., mowing, brush cutting, pulling, or digging), work shall avoid these areas or shall not commence until the significance of the find can be evaluated by a qualified archeologist. This measure is consistent with federal guidelines 36 CFR 800.13(a), which protects such resources in the event of unanticipated discovery.
27	Post-Treatment Monitoring – District staff shall monitor IPM activities within two months after herbicide treatment (except for routine minor maintenance activities which can be evaluated immediately after treatment) to determine if the target pest or weeds were effectively controlled with minimum impact to the environment and non-target organisms. Future treatment methods in the same season or future years shall be designed to respond to changes in site conditions.
28	Erosion Control and Revegetation - For sites with loose or unstable soils, steep slopes (greater than 30 percent), where a large percentage of the groundcover will be removed, or near aquatic features that could be adversely affected by an influx of sediment, erosion control measures shall be implemented before or after treatment as appropriate. These measures could consist of the application of forest duff or mulches, straw bales, straw wattles, other erosion control material, seeding, or planting of appropriate native plant species to control erosion, restore natural areas, and prevent the spread or reestablishment of weeds. Prior to the start of the winter storm season, these sites shall be inspected to confirm that erosion control techniques are still effective. When possible, applicators may select vegetation control techniques to maintain sufficient vegetative cover to mitigate erosion.
29	<p>Operation of noise-generating equipment (e.g., chainsaws, wood chippers, brush-cutters, pick-up trucks) shall abide by the time-of-day restrictions established by the applicable local jurisdiction (i.e., City and/or County) if such noise activities would be audible to receptors (e.g., residential land uses, schools, hospitals, places of worship) located in the applicable local jurisdiction. If the local, applicable jurisdiction does not have a noise ordinance or policy restricting the time-of-day when noise-generating activity can occur, then the noise-generating activity shall be limited to two hours after sunrise and two hours before sunset, generally Monday through Friday. Additionally, if noise-generating activity would take place on a site that spans over multiple jurisdictions, then the most stringent noise restriction, as described in this BMP or in a local noise regulation, would apply.</p> <p>For IPM sites where the marbled murrelet has the potential to nest, as identified in the District's 2014 maps (see attachment) if noise-generating activities would occur during its breeding season (March 24 to September 15), the IPM activities would be subject to the noise requirements listed in the most current in the CDFW RMA issued to the District (see attachment).</p>
30	All motorized equipment shall be shut down when not in use. Equipment and off-highway vehicle idling will be limited to 5 minutes.
31	Grazing Animals – Some herbicides, such as Milestone, Transline, and Capstone contain label language restricting grazing and/or use of compost. Always read and follow label directions.
32	Surface and Groundwater Protection – Applicators shall use BMPs regarding the prevention of drift, runoff, erosion, and water quality impairment. All work shall be in compliance with the 3 CCR § 6800 (Groundwater Protection). When possible, plant covers such as landscaping shall be established on bare soil and hillsides to minimize pesticide and sediment runoff. Pesticides without an aquatic label shall not be applied to: 1) permeable soils, soils prone to or with evidence of erosion without containment strategies (e.g., vegetative buffers, sediment barriers); or 2) in areas where aquatic habitats are located within 15 feet of the application site. In no cases should pesticides be applied to surface water bodies unless appropriate permits are obtained.

**Table 4. District BMPs for IPMP**

BMP ID#	Best Management Practices
33	Application of glyphosate and cholecalciferol shall be conducted in accordance with the Goby -11 Injunction ( <a href="#">Center for Biological Diversity v. EPA, Case No. 07-2794-JCS (N.D. Cal.), May 30, 2007</a> ) in applicable and relevant habitats for those species named in the Injunction that occur within the District. Applicable habitats for each species named in the Injunction are defined in the 2010 court order for the Center for Biological Diversity v. EPA. Because the interim protective measures (i.e., no-use buffer zones adjacent to certain features within certain geographic areas) established in the 2010 order vary depending on the species at issue and the pesticide being used, the USEPA webpage should be consulted: <a href="https://www.epa.gov/endangered-species/interim-use-limitations-eleven-threatened-or-endangered-species-san-francisco-bay">https://www.epa.gov/endangered-species/interim-use-limitations-eleven-threatened-or-endangered-species-san-francisco-bay</a> . In addition, District internal special status species mapping resources, buffer zones established on the CNDDDB webpage, and an interactive species location map ( <a href="https://www.epa.gov/endangered-species/san-francisco-bay-area-map-tool-identify-interim-pesticide-use-limitations">https://www.epa.gov/endangered-species/san-francisco-bay-area-map-tool-identify-interim-pesticide-use-limitations</a> ) should be consulted. The interim use limitations remain in effects until USEPA completes effects determinations for four pesticides named under the 2015 revised settlement agreement for the Center for Biological Diversity v. EPA. The effects determinations are expected to be completed by 2020.
34	Glyphosate Use Reduction – Where feasible, the District shall reduce the use of glyphosate in its preserves. For IPM projects currently utilizing glyphosate as a management tool, the District shall identify suitable sites to implement alternative treatment methods. The District shall seek to replace glyphosate with the safest available, broad-spectrum, post-emergent herbicide with minimal residual soil activity.
35	Trails – To reduce potential staff and visitor exposure to pesticides, no-spray trail buffers shall be established at least 5 feet from any trails, trailheads, or parking lots unless a 24-hour trail closure is observed.
36	Annual Pesticide Literature Review – To inform updates to the IPM Program, the District shall conduct an annual pesticide literature review of all newly published toxicological research and court proceedings related to pesticides on the “Approved Pesticides List.”

**ATTACHMENT N: Regulations for the Use of Midpeninsula Regional Open Space District Lands**

For a copy of the District Ordinance please use the link provided below or contact [Clerk@openspace.org](mailto:Clerk@openspace.org) or call the Main District office at 650-691-1200.

[https://www.openspace.org/sites/default/files/District\\_Regulations.pdf](https://www.openspace.org/sites/default/files/District_Regulations.pdf)

## ATTACHMENT O: Stables Rules of Conduct

**BEAR CREEK STABLES RULES AND GUIDELINES****GENERAL:**

1. Boarders shall at all times comply with MIDPEN'S Ordinance for Use of Midpeninsula Regional Open Space District Lands, attached hereto and available at:  
[https://www.openspace.org/sites/default/files/District\\_Regulations.pdf](https://www.openspace.org/sites/default/files/District_Regulations.pdf).

- Including but not limited to:
- NO SMOKING
- NO DOGS (except for service animals)
- NO person shall ride or possess a bicycle, except 1) where used as transportation to and from the Stables, and contained within areas where motor vehicles are allowed, or 2) by Operator or Operator's employees, agents, or volunteers as part of an Operator-authorized training exercise to acclimate horses to bicycles.
- **STABLES HOURS FOR PRESERVE TRAILS, RIDING ARENAS, AND ROUND PENS: ½ hour before sunrise to ½ hour after sunset.**

Access to the premises for horse care only is allowed until 8 p.m. if half hour after sunset is earlier than 8 p.m. Any Boarder wishing to access the stables after hours must obtain MIDPEN's prior written approval, except for emergency care of horses which requires notification to MIDPEN and Operator.

2. Feeding and stall cleaning is conducted by Friends of Bear Creek Stables.
3. Boarders are not permitted to get their own hay. If your horse requires more hay, an additional cost applies per month as specified by Operator.
4. Boarders shall store any grain/feed in a secured, metal, rodent-free container. Any Boarder wishing to keep hay, or more than two containers of feed, must obtain Operator's prior written approval.
5. Boarder agrees to comply with MIDPEN'S pest control practices by keeping food secure, preventing feeding, and following District hygiene protocols, including ground squirrel protocols, attached hereto and posted on site.
6. Stables entrance gate shall remain secured. Boarder shall not provide access keys or codes to any person without Operator's prior written authorization. Do not leave the gate unlocked for

others (including veterinarians or farriers). Failure to keep the gate locked will be considered a breach of this Agreement.

**CLEAN UP:**

1. Clean up after your horse including hair and manure in all common areas. Sweep and hose down the mats when finished.
2. Hose use in designated areas only.
3. We do not offer a trash service here, so please take home your garbage. Failure to do so constitutes a breach of this Agreement.

**CONDUCT AND SAFETY:**

1. Please practice caution, safety, and respect at all times.
2. If you have a concern, please report it to Operator by emailing Rick Parfitt, [ba@parfitt.info](mailto:ba@parfitt.info)
3. Please tie horses to crossties in designated tie areas only. Do not tie horses to turnouts, arena, round pen, benches.
4. Every person who visits the premises who is not a BOARDER shall sign a Release of Liability when they arrive at Bear Creek Stables.
5. Closed-toe and closed-heel shoes are required.
6. No person may mount or ride without a securely fastened ASTM/SEI approved safety helmet.
7. Boarders shall report accidents and injuries to Operator immediately via email to: Rick Parfitt, [ba@parfitt.info](mailto:ba@parfitt.info)
8. Please Park in designated areas only.
9. Boarders shall immediately report to Operator the existence of any communicable disease experienced by a boarded horse, including any temperatures over 102F. Boarders shall also provide a written report anytime a horse participated in any offsite show or event where an outbreak of any communicable equine disease was found in any participating horse.

**ARENA and ROUND PEN RULES AND GUIDELINES:**

1. Comply with information on all posted signs, including list of priorities for use.

2. Arena: Turning out horses in the Arena is prohibited. Be courteous if there are two or more horses in an arena. Signal passing from behind and pass left shoulder to left shoulder
3. Round Pens: Horses may be turned out in the round pens one at a time, without tack (including halters). Do not leave horses unattended in turnout. Limit turnout to 20 minutes if others are waiting
4. Do not stand on arena or turnout fencing to mount your horse. Use the provided mounting blocks.
5. Do not move cones or mounting blocks.
6. Do not use an area or ring when it is marked "Closed."
7. Keep the arena gate closed at all times.
8. RIDING CONDITIONS: Arenas and turnouts can be affected by inclement weather conditions that can make them unsafe (for example, inconsistently deep, firm, wet, muddy, or slippery). All riders are responsible for examining any area before riding and making their own determination as to safety. All arenas and turnouts are used at Rider's own risk. Operator may close round pens and arenas at any time.
9. GRAVEL ROADS: Horses must be walked on the primary entrance/exit roads and other improved gravel roadways on the premises. Trot and gallop only in arenas or round pens.
10. RESPONSE TO STAFF: Operator staff may ask you to modify your behavior for your benefit and/or the benefit of the horses. Please respond promptly and politely to any requests made by staff
11. INCIDENTS: Any accidents or incidents need to be immediately reported to the Operator. Staff may request your help and information in filing out an incident port. Please do your best to be helpful and provide the requested information

If you have visitors, please keep them with you. Do not feed horses other than your own.

Rules and guidelines shall be followed at all times. **One written notice may be given to a BOARDER for the BOARDER's violation of any rule or guideline. A second violation may result in the termination of the Boarder agreement.**

I acknowledge that I have read and agree to follow the Rules and Guidelines. I understand that violation of any rule or guideline may result in termination of my Boarder Agreement.

Additionally, violation of MIDPEN's Ordinance may constitute an infraction or misdemeanor with corresponding criminal penalties.

Boarder's name (print): \_\_\_\_\_

\_\_\_\_\_  
BOARDER'S Signature

\_\_\_\_\_  
Date

(Boarder must sign also sign visitor's form)

Visitor's name (print): \_\_\_\_\_ Date: \_\_\_\_\_

Visitor's signature: \_\_\_\_\_

## ATTACHMENT “P”: Criminal Background Laws

### **Public Resources Code Section 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, former Section 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. 2022, Ch. 197, Sec. 36. (SB 1493) Effective January 1, 2023.)*

#### California Business and Professions Code Section 18975

(a) An administrator, employee, or regular volunteer of a youth service organization shall complete training in child abuse and neglect identification and training in child abuse and neglect reporting. The training requirements may be met by completing the online mandated reporter training provided by the Office of Child Abuse Prevention in the State Department of Social Services.

(b) (1) An administrator, employee, or regular volunteer of a youth service organization shall undergo a background check pursuant to Section 11105.3 of the Penal Code to identify and exclude any persons with a history of child abuse.

(2) Until January 1, 2024, paragraph (1) shall not apply to a youth service organization that, prior to January 1, 2022, did not require administrators, employees, or regular volunteers to undergo background checks pursuant to Section 11105.3 of the Penal Code.

(c) A youth service organization shall develop and implement child abuse prevention policies and procedures, including, but not limited to, both of the following:

(1) Policies to ensure reporting of suspected incidents of child abuse to persons or entities outside of the organization, including the reporting required pursuant to Section 11165.9 of the Penal Code.

(2) (A) Policies requiring, to the greatest extent possible, the presence of at least two mandated reporters whenever administrators, employees, or volunteers are in contact with, or supervising, children.

(B) This paragraph shall not apply to an organization that provides one-to-one mentoring to youth that has adopted and implemented the policies described in paragraph (1) and has adopted and implemented policies to ensure comprehensive screening of volunteers, training of volunteers and parents or guardians, and regular contact with volunteers and parents or guardians.

(d) Before writing liability insurance for a youth service organization in this state, an insurer may request information demonstrating compliance with this section from the youth service organization as a part of the insurer's loss control program.

(e) For purposes of this section:

(1) "Regular volunteer" means a volunteer with the youth service organization who is 18 years of age or older and who has direct contact with, or supervision of, children for more than 16 hours per month or 32 hours per year.

(2) "Youth service organization" means an organization that employs or utilizes the services of persons who, due to their relationship with the organization, are mandated reporters pursuant to paragraph (7) of subdivision (a) of Section 11165.7 of the Penal Code.

*(Amended by Stats. 2023, Ch. 131, Sec. 8. (AB 1754) Effective January 1, 2024.)*