

EQUESTRIAN TRAILS INCORPORATED CORRAL #37

This Agreement is entered into by and between EQUESTRIAN TRAILS INCORPORATED CORRAL #37 (ETI), a nonprofit corporation, hereinafter collectively referred to as "ETI," and the CONEJO RECREATION AND PARK DISTRICT, hereinafter referred to as "DISTRICT."

WITNESSETH:

WHEREAS, ETI desires to utilize a portion of that certain real property owned and controlled by the DISTRICT, which property is referred to as Conejo Creek West – Equestrian Park hereinafter referred to as "subject premises," for the purpose of conducting equestrian activities; and

WHEREAS, the DISTRICT desires to allow ETI to use the subject premises for the purpose of conducting equestrian activities.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, it is agreed as follows:

1. Subject to this Agreement, the DISTRICT will allow ETI the right and privilege to use and enter the subject premises.
2. ETI shall maintain Public Liability insurance covering all portions of District property used by ETI under this Agreement specifically including Conejo Creek West – Equestrian Park for the entire usage period for any occurrences related to their use of the premises.
3. ETI shall have the right to use the premises for the purpose of conducting of equestrian activities. Utilization of the premises shall be daily from sunrise to 10pm. ETI use of the premises shall be non exclusive; the public may utilize the premises unless permitted to ETI.

ETI recognizes additional uses of Conejo Creek West include the Dog Park and Community

Gardens. ETI shall make every effort to conduct all operations in consideration of the additional users of the facility.

4. The term of this agreement shall be from July 31, 2008 to June 30, 2013 and the term of the agreement may be extended at 5 year intervals thereafter by mutual agreement of both parties. The fee for this Agreement shall be \$1 per year payable from ETI to the District before July 1st.

Annually, before September 1st, ETI shall provide a report to the DISTRICT covering ETI finances, review the activities and programs of the prior year, describe upcoming programs and activities and may include a request for future capital improvement projects.

5. ETI shall maintain the round pens, arenas, announcers booth, and other areas utilized by ETI at all times in a neat, orderly, and safe condition and shall make all cleanup, trash pickup, minor repairs, and replacements necessary to that end. Districtwide standards for maintenance and operation will apply at all times.

ETI shall request additional maintenance assistance from the DISTRICT on an as needed basis. The DISTRICT shall fulfill any reasonable request as its schedule permits

6. The DISTRICT agrees to provide and pay, during the entire Term and any option period, and before delinquency, all water charges, portable toilet charges, garbage collection, electric, and any other utility charges and fees
7. If ETI should utilize the premises for special events, such events shall be subject to the permit and condition process of the DISTRICT.
8. ETI shall not attempt to cause any permanent improvement to the property in any way without the prior written consent of the DISTRICT.
9. ETI and its agents and employees shall in its usage of the property comply with all government ordinances, orders, policies, and regulations with respect to all activities on the

premises. Lack of compliance by ETI may be considered a breach of this contract, and the General Manager or his designee may revoke this agreement; appeal of such revocation may be made by ETI to the Board of Directors.

10. ETI hereby indemnifies and holds the DISTRICT and its officers, officials and employees, harmless from and against any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations arising from the ETI's use of DISTRICT property used by ETI under this Agreement, including adjacent parking areas, or arising from any acts of negligence of the ETI or any of its agents, contractors, servants, employees, permittees, or agents and from and against all costs, attorney fees, expenses, and liabilities incurred in or about any such claim, action, or proceeding brought thereon.
11. ETI may request from the DISTRICT from time to time capital improvements on the premises. All capital improvements will be approved by the District and coordinated through the District.

Included in the request will be a specific plan which shall include, but not limited to, to the best of ETI's ability: location, description, justification, estimated costs, responsibility of such costs, renderings, responsibility of ongoing maintenance, and an estimated construction schedule; of such capital improvements.

12. ETI shall provide a financial accounting for all activities at the premises. The District reserves the right to audit the accounting at any time. The DISTRICT shall provide at least a 24 hour notice to ETI.
13. ETI shall provide the DISTRICT with a monthly profit and loss statement for the preceding month by the 15th of each month upon request.
14. The DISTRICT may terminate this Agreement by giving ETI one hundred and eighty

(180) days notice of termination. Said notice of termination shall be in writing. In the event of extraordinary conditions, the General Manager, or a duly authorized representative, may close the premises at any time when there is an apparent danger to the persons using the property, the property itself, or for any cause which could affect the safety and welfare of the public per Section 229 of the CRPD Ordinance Manual.

15. ETI may terminate this Agreement by giving the DISTRICT one hundred and eighty (180) days notice of termination. Said notice of termination shall be in writing.
16. The ETI shall not transfer or assign this Agreement to any other party without first procuring the written consent of the DISTRICT.
17. Each party shall provide written notice to the other party of any updated information that affects this Agreement and any other notices required pursuant to this Agreement as follows:

ETI:

EQUESTRIAN TRAILS INCORPORATED CORRAL #37
P. O. Box 3012
Thousand Oaks, CA 91359

DISTRICT:

Conejo Recreation and Park District
403 West Hillcrest Drive
Thousand Oaks, California 91360

It is hereby warranted that the individual or individuals who execute this document on behalf of the parties is/are duly and legally authorized to do so, and this Agreement is a valid and binding obligation on both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 31st day of July, 2008.

The undersigned represent that they have authority on behalf of their respective organizations to execute this agreement.

CONEJO RECREATION AND PARK DISTRICT

By: 

Jim Friedl, General Manager

EQUESTRIAN TRAILS INCORPORATED CORRAL #37

By: 

Barbara Kloster, President

By: 

Ron Bogoyevac, Vice President