

**MANAGEMENT AGREEMENT  
FOR  
THE STAGECOACH INN MUSEUM AND MUSEUM GROUNDS.**

THIS MANAGEMENT AGREEMENT FOR THE STAGECOACH INN MUSEUM AND MUSEUM GROUNDS is made and executed this 1<sup>st</sup> day of January, 2016, by and between the CONEJO RECREATION AND PARK DISTRICT, a public entity, (herein "**District**") and the CONEJO VALLEY HISTORICAL SOCIETY, a California nonprofit corporation (herein "**Society**").

*Recitals*

A. The District is the sole owner of the real property, improvements and buildings situated in the City of Thousand Oaks, County of Ventura, State of California, commonly known as the "Stagecoach Inn Museum and Grounds" located at Ventu Park Road and Susan Drive in the Newbury Park area of the City, and generally consisting of a fenced and gated 4.5 acre site with the re-constructed 1876 Stagecoach Inn museum building, the replica Timber School Building, the Carriage House, the Tri-Village facility (consisting of the Pioneer House, the Mexican Adobe, the Chumash, Ramada, and Chumash Dance Wall), the Fred Hunt Blacksmith Shop, the Rose Garden, a Commemorative Walkway, the parking lot right in front of museum off Ventu Park Road and the shared use of parking along the side of the District's park accessible off Lynn Road, a restroom building, small storage buildings, and a Nature Trail System (collectively the "**Museum Facilities**").

B. The Society has occupied and leased the Museum Facilities pursuant to a lease agreement dated October 13, 1973, and the parties desire to terminate that lease.

C. The District desires to have the Museum Facilities preserved as a historic property, have the facilities open for visitation by the general public, to conduct programs of historical, educational and cultural significance, for fund raising events and other appropriate community events, and as a public museum, all in keeping with the original intent of the grantor's of this property in 1966 ("**Museum Purposes**").

D. The Society has the experience and ability to operate and manage the Museum Facilities for the Museum Purposes.

The Parties agree as follows:

1. **ACT AS MANAGER OF AND ACCESS TO THE PREMISES:** The District hereby retains the Society to staff, operate, coordinate events, advertise, collect fees and charges, set times for visitation, provide programs and exhibits and to manage the Museum Facilities consistent with the Museum Purposes on the terms and conditions hereinafter set forth. Further, Society is hereby given access to and a license to all of the Museum Facilities for managing the property and conducting the Society's programs and events, public site visitations and

parking (use of common parking areas adjacent to the Inn and museum grounds located along Susan Drive). Further, the Society will be able to operate a lockable gate system, which shall be under the control of only the Society and the District. There is or shall be a mobile home or similar structure for the use of a watchman/caretaker on the site near the Inn and said structure shall be under the control and maintenance of the District. The Society shall use its best efforts to comply with all applicable federal, state and local governmental laws, rules, regulations and safety standards with respect to the operation and maintenance of the Museum Facilities. The Society will immediately notify the District of any of the following that in any way relate to the Museum Facilities: Of any serious personal injury or property damage; Of a claim of violation of any legal requirement; Of any claim of liability; and, Any summons or other legal process.

The Society agrees that there shall be no discrimination against or segregation of any person or group of persons on account of age, race, color, religion, creed, handicap, sex or national origin in the public's access or visitation of the Museum Facilities. Any action taken by the Society that is not expressly permitted under this Agreement will not bind or create any claim against the District. The contact staff member of the District for any issues, questions or direction needed by the Society in connection with this Agreement or the Museum Facilities shall be Jim Friedl, the District's General Manager or his designee.

2. TERM: Unless terminated earlier pursuant to Section 4, the term of this management agreement shall be eight (8) years from and commencing on January 1, 2016, and shall continue thereafter until canceled for by the District upon a 120 days prior written notice to the Society.

3. USE: The Society shall operate and manage the Museum Facilities as a Historical Monument and a Public Museum for the general public, culture preservation, education, meetings, docent training, and the providing of displays of historical period furnishings and artifacts significant to the early history of the Conejo Valley. The Society shall provide programs, events, fund raising and activities and the Society may charge fees for entrance into, or use of, the Museum Facilities. Such fees shall be kept by, and considered funds of, the Society as it is a non-profit entity and such provide funding in support and maintenance of the museum and grounds. The Society shall abide by the District's Rules and Regulations for operation and maintenance of the Museum Facilities and with all orders regarding the Museum Facilities by the District's casualty insurance carrier, the Board of Fire Underwriters or other similar bodies

4. TERMINATION. The District may terminate this Agreement for "cause" at any time. The term "cause," as to Society, shall include:

- a. Any failure of Society to perform, or a material breach of, this Agreement that is not cured within thirty (30) days after written Notice to Cure such default has been provided by the District, however, that Society shall not be deemed in breach if the Society commences cure within such

thirty (30) day period and diligently prosecutes such cure to completion within thirty (30) additional days;

b. Society misappropriates any funds collected at the Museum Facilities or commits any willful or wrongful misconduct, intentional misrepresentation or gross negligence related to or in connection with operation or management of the Museum Facilities that results in criminal charges or an unsafe condition on that property;

c. Any pledge or subordination of Society's rights hereunder or assignment of Society's rights or interest in this Agreement as security for any lien, indebtedness, mortgage or other security instrument;

d. If there is entered an order for relief or similar decree with respect to Society by a court having jurisdiction in an involuntary case under the federal bankruptcy laws as now or hereafter constituted, or the Society authorizes or files a voluntary petition in bankruptcy, or applies for or consents (by admission of material allegations of a petition or otherwise) to the application of any bankruptcy, reorganization, arrangement, readjustment of debt, insolvency dissolution, liquidation or other similar law of any jurisdiction, or authorizes such petition or application or proceedings to such end are instituted against Society without such authorization; and,

e. If the Society fails to operate or use the Museum Facilities for its intended Museum Purposes for a period exceeding ninety (90) consecutive days, excepting any destruction of the premises, act of God, strikes, and other matter outside the reasonable control of the Society, or the Society fails to cure any violation of this Agreement or the District's Rules and Regulations for the operation and maintenance of the Museum Facilities after a written thirty (30) day Notice To Cure to the Society.

With regards to any of the above for cause events, the governing Board of the District, at its option and full discretion, may terminate this Agreement and in that event the District shall have the unconditional right to full or exclusive possession and use the Museum Facilities and all improvements thereon for any and all public purposes subject to the right of the original grantor, H. Allen Hays and Dorothy Hays and, as specified in the agreement for the preservation of the Newbury Park Stagecoach Inn as a Historical Monument and public Museum of November 12, 1966.

5. **INSURANCE HAZARDS:** The Society shall, at all times during the term of this Agreement, obtain and maintain public commercial general liability insurance for any injury to persons and damage to property as a result of the Society's operations, use and acts in the performance of this Agreement or while on the Museum Facilities. That policy shall be issued by insurance company satisfactory to the District owner. In no event shall the liability insurance be less than One Million (\$1,000,000) dollars per occurrence, with an annual aggregate of not less than Two Million (\$2,000,000), which amounts shall be adjusted upwards, rounded to the nearest million dollars, based on increases in the

Consumer Price Index, applicable to the Thousand Oaks area, from the date of this Agreement to the date such renewal of the insurance to be provided. Such policy shall have a deductible amount no greater than \$2500. Such insurance shall be written on an occurrence basis and shall also cover and insure the contractual obligations under this Agreement. Said insurance coverage shall name the District as an additional insured thereon and the Society shall furnish the District a certificate of liability insurance for same containing at least a thirty (30) day notice of cancellation to the District. That commercial general liability insurance policy shall be considered primary to any liability insurance policy issued to the District. Upon request, the Society shall also furnish District with copies of the insurance policy. It is understood and agreed that the full cost of said insurance pertaining to said premises shall be paid by the Society and that, in no event, shall the District have any obligation for the payment of said insurance, except as hereinafter set forth.

The Society shall maintain full insurance coverage for all personal property or contents in the Inn and other buildings. The Society shall obtain valid waivers and releases of any District liability from all owners of loaned items. The Society shall hold the District harmless from all claims and liability in regard to all of the personal property and contents of the Museum Facilities.

The District shall maintain during the term of this Agreement a policy of insurance (or funded self-insurance program) for fire and property damage to the buildings and improvements that make up the Museum Facilities, in such form and amount as determined appropriate by District in its reasonable discretion.

Without affecting any other rights or remedies, the parties each hereby release and relieve the other, and waive their right to recover damages against the other, for loss of or damage to its property arising out of the perils required to be insured against hereunder. The effect of such release and waiver is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. Parties agree to have their respective insurance carriers waive any right to subrogation that such carriers may have against a party hereto, as the case may be, so long as such insurance is not invalidated thereby.

6. **MAINTENANCE AND WASTE:** The Society shall at its sole expense regularly inspect and maintain all interior portions of the Museum Facilities buildings in a safe manner and clean condition satisfactory to the District. The Society shall not commit or offer to be committed any waste upon said property, or allow any nuisance or unsafe condition to exist. The Society shall provide all of the necessary janitorial services for the Museum Facilities and their contents. The Society shall be responsible for the repair of any interior non-structural portions of the Inn and other buildings regardless of the cause of said damage, and to hold the District harmless from any cost in regard to the interior premises insofar as the inspections, cleaning, upkeep, repair, maintenance and improving of such as hereinbefore set forth. If any unsafe condition of the property becomes known to the Society for an aspect over which it is not responsible to repair or fix, it shall take all reasonable steps to warn and cordon off the area

from visitors and immediately notify the District of that condition. The District shall be responsible for the maintenance, repair and replacement of the structural components and the exteriors, as needed, of the Inn and other buildings on the grounds. Such District repairs and maintenance shall include painting, roofing, foundations, windows and other items in order to maintain the historical significance and appearance of the inn and other buildings on the grounds. The District shall additionally maintain and be responsible for the Museum landscaping, driveways, parking lot and grounds in a manner consistent with the maintenance of the public parks and grounds under the District's control.

7. **ALTERATIONS, MECHANICS LIENS:** Society shall not make or allow for any alterations of any structure or building on the property, or any part thereof, that are structural in nature or that affect the architectural design or intended function of the structures without the written consent of the District owner. Any other additions to or alterations of any structure or building on the property in excess of \$1,000.00 shall be done after first obtaining written consent of the District. The Society shall keep the premises free from any liens arising out of any work performed, material furnished or obligations incurred by the Society. The District shall have the right to enter and place on the premises a Notice of Non-responsibility. The Society shall indemnify and hold the District owner harmless from any liens or obligations arising out of any work done on or to the Museum Facilities.

8. **TAXES:** The Society will pay any and all sales tax imposed on its sales activities and any real property taxes and assessments levied or assessed on Museum Facilities or any portion thereof, or on the Society or District as a result of this Agreement. The site has its own septic system, which parties desire to retain so this Society obligation to pay taxes and assessments excludes any future assessment for a sewer district or wastewater service public agency. It is understood that the District is to have no obligation for any taxes and assessments imposed by any governmental entity whatsoever for this Agreement or any Society use of the site or the Society's activities. If any such taxes and assessments are levied or assessed against Museum Facilities or any portion thereof or on District as the result of this Agreement or due to the Society's sales activities and such taxes and assessments are paid by the District, the District shall have the right, regardless of the validity of such levy, to require reimbursement from the Society. The District will work with the Society and cooperate in seeking any tax exemption available.

9. **UTILITIES AND SECURITY:** The Society and District shall share in the costs of the utilities, consisting of water, gas, electricity, trash/waste pickup, and also for the operation, repair or replacement of any air conditioning, heating, security system, and fire suppression system on the basis as set forth in the "**Utility and Security Addendum #1**" attached to this Agreement.

10. **ABANDONMENT AND MANAGEMENT OF PREMISES:** The Society shall not unnecessarily close, delay, or abandon its onsite regular inspection, management and operations needed to have Museum Facilities open for the

public during the term of this management agreement. The Society shall at all times operate, maintain and manage the Museum Facilities consistent with the Museum Purposes. If the Society shall have closed the Museum Facilities for a period exceeding ninety (90) consecutive days this and this Agreement has been deemed terminated pursuant to Section 4, or if the Society has vacated and surrender the Museum Facilities, any personal property owned exclusively by the Society and not belonging to the District shall be removed by the Society within thirty (30) days, and any such personal property not removed at District option may be deemed abandoned and become subject to the sole control and management of the District for all purposes.

11. **REMOVAL OF PERSONAL PROPERTY:** Conditioned upon the District Boards' determination that the Society is in default of this Agreement causing its termination, the Society shall remove within fifteen (15) days all its unattached movable furniture, equipment and personal property on the premises. As to any of Society's trade fixtures attached to a building such may be removed by the Society provided the District's written consent for such removal has been obtained. Such removals by the Society shall be without damage to the buildings and, if damage is caused by such removal, the Society agrees to repair such damage at their expense.

12. **NON - LIABILITY OF DISTRICT OWNER:** This Agreement is made upon the express condition that the District is to be free from all liability and claims for damages by reason of any injury to any person or persons, or property of any kind, from any cause or causes whatsoever while in, upon or in any way connected to the Museum Facilities during the term of this Management Agreement. The Society shall and does hold the District harmless from and against any and all personal injury, property damage, liability claims, causes of action, or losses, including attorney's fees, arising, or alleged to have arisen, from the Society's (including its member's, volunteers, employees', agent's or docents) presence or acts while on the Museum Facilities, or in the performance of its obligations under this Agreement.

13. **ENTRY BY OWNER:** The Society shall allow the employees or agents of the District to enter into and upon any portion of the Museum Facilities at all reasonable times for the purposes of inspecting or repairing the same.

14. **NO ASSIGNMENT OR LEASE:** The Society shall not lease, encumber or assign any interest in this Agreement or as to the Museum Facilities to any third party without the District's written approval for any such lease, encumbrance or assignment.

15. **NOTICES:** All notices, requests and demands required under this Agreement shall be deemed to have been properly given: (i) upon delivery, if delivered in person or by facsimile transmission with receipt acknowledged by the recipient thereof; or (ii) one (1) business day after having been deposited for overnight delivery with any reputable overnight courier service, and addressed as follows:

To: Society

President  
Conejo Valley Historical Society  
51 S. Ventu Park Road  
Newbury Park, CA 91320

To: District

General Manager  
Conejo Recreation & Park District  
403 W. Hillcrest Dr.  
Thousand Oaks, CA 91360

or such other address as such party shall have specified most recently by like notice.

16. FEES AND CHARGES: The Society, as a non-profit entity, may charge public admission fees or use charges, or conduct other revenue producing activities imposed as a condition for the public's use of the Museum Facilities for meetings, filming, weddings, and other activities in order to raise funds for the maintenance of the Museum Facilities and related amenities. The Society may retain such funds collected as full consideration of the Society's operating, maintaining and scheduling of Museum Facilities and for this Agreement. The District will, at all times, retain the reasonable right of a prior approval of all public admission charges, use fees, or other revenue producing activities of the Society that are to be imposed as a condition of public use of any portion of the Museum Facilities. All scheduling shall be subject to the District Rules, Regulations and Policies as then in existence.

17. ANNUAL REPORT AND RECORDS: The Society shall annually report as to improvements, maintenance, use, fees, charges and expenditures in connection with the operation and management of the Museum Facilities and all related amenities. Such report shall be at a time and date as requested by the District. That report shall be in such form and provide such information as may be required by the District. The Society shall maintain and retain complete and accurate records of all bills, contracts, fees charged and collected and other transactions relating to the operation of the Museum Facilities for at least four (4) years, and making such, non-donor, records available for inspection by the District or any of its representatives at all reasonable times. Any records related to individual donors gift giving to the Society shall be confidential and not disclosed to the District.

18. TERMINATION OF LEASE. This Agreement supersedes and terminates the lease agreement between the same parties dated October 17, 1973.

19. INDEPENDENT CONTRACTORS. The Society and District agree that the status of the Society and District are that of independent contractors, with the Society having the entire responsibility for the operation and management of the Museum Facilities except as expressly limited herein. The

parties are not by this Agreement entering into an employer-employee relationship or a joint venture or partnership arrangement. In the event any provision of this Agreement causes the Society to be other than an "independent contractor," or in the event that there is any change in the affairs of the Society, which would terminate its status as an "independent contractor" as so defined, then this Agreement shall be deemed immediately amended to remove or modify the provision which gives rise to such disqualification. The Society shall have total responsibility for and shall fully comply with all applicable laws and regulations having to do with workmen's compensation, social security, unemployment insurance, hours of labor, wages, working conditions, and other employer-employee related subjects for any of its employees.

20. **AUTHORITY.** Each individual signatory hereto represents and warrants that he or she is duly authorized to execute this document for the entity parties.

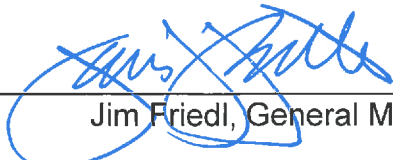
21. **AMENDMENTS.** No amendment to this Agreement shall be effective unless set forth in writing and signed by the party to be charged or bound. This Agreement and its exhibits and addendum contain the entire understanding between the parties and supersedes any prior understanding, promises and agreements between them regarding the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

22. **SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable, such validity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by the law.

23. **NO WAIVERS.** No waiver or a breach hereof shall constitute a waiver of future breaches of that provision to this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first written above.

**CONEJO RECREATION AND PARK DISTRICT**

By:   
Jim Friedl, General Manager

**CONEJO VALLEY HISTORICAL SOCIETY**

By:   
Debbie Birenbaum, President



**UTILITY & SECURITY ADDENDUM #1**  
**to the**  
**MANAGEMENT AGREEMENT FOR THE STAGECOACH INN MUSEUM**  
**Dated January 21, 2016**

The purpose of the Addendum #1 is to set forth the responsibility for the following expenses in connection with the Stagecoach Inn property:  
Conejo Recreation and Park District shall be responsible for:

1. Water
2. Septic Tank Maintenance
3. Restroom Maintenance
4. Electricity (25% of annual electrical bill)
5. Fire insurance on structures only

The Conejo Valley Historical Society shall be responsible for:

1. Security
2. Gas
3. Electricity (75% of annual electrical bill)