

**LEASE AGREEMENT BETWEEN
CONEJO RECREATION AND PARK DISTRICT
AND
RIDE ON THERAPEUTIC HORSEMANSHIP**

This LEASE is made and entered into this 18th day of March 2021, by and between the CONEJO RECREATION AND PARK DISTRICT, a public entity, sometimes herein after referred to as "LESSOR" or "DISTRICT", and RIDE ON L A, a California 501(c)(3) nonprofit corporation, sometimes herein after referred to as "LESSEE" or "RIDE ON".

RECITALS

- A. Conejo Open Space Conservation Agency (COSCA) is the owner of record for approximately 326 acres adjacent to the south side of West Potrero Road, Ventura County, California, more commonly known as Rancho Potrero.
- B. COSCA leased approximately 20 acres ("LEASE PREMISES") located in the northeast corner of that real property commonly known as Rancho Potrero to the City of Thousand Oaks (CITY), together with all rights, privileges, and easements appurtenant thereto, all more particularly described in Exhibit "A", attached hereto and made a part of.
- C. Two Winds Equestrian Center operated on the north side of Potrero Road since the early 1970s and due to the housing development Dos Vientos Ranch moved to LEASE PREMISES in 1995 and operated via a lease agreement with the CITY.
- D. In 2008 Circle K Riding Stables was selected, through a formal Request for Proposal process, to operate the facility on the LEASED PREMISES through a long-term agreement with the CITY.
- E. In 2019 the CITY terminated the lease with Circle K Riding Stables.
- F. In August 2019, the CITY entered into an interim Memorandum of Understanding with RIDE ON to provide interim management of the facility.
- G. Since August 2019, RIDE ON has demonstrated its capacity and willingness to continue successful operations of the facility. RIDE ON has successfully: established operations at the facility, rental agreements with boarders, reasonable fees and rules of operation, and a limited rental string operation; made the full facility available for users; provided camps, workshops, clinics, and affordable lessons to the broad community; identified needed capital improvements and expenses necessary to continue operations; and has assured that all animals are properly fed and cared for.
- H. RIDE ON is a California 501(c)(3) nonprofit corporation operating since 1994 with two existing California locations, a 13-acre Newbury Park site (Walnut Grove Equestrian Center) operated in partnership with the DISTRICT serving the Conejo Valley; and a 3-acre ranch in Chatsworth, serving the San Fernando Valley. RIDE ON is dedicated to promoting the welfare of at-risk youth and people with any type of physical, intellectual, or cognitive disability by means of equine assisted activities and therapies; and by providing

instruction and education for all in equestrian-related social, vocational, and recreational activities.

- I. Significant capital improvements are necessary to remediate prior construction, address deferred maintenance, and add needed improvements.
- J. COSCA, CITY, and DISTRICT are desirous to partner with a non-profit operator to operate the facility with a public service focus.
- K. On March 18, 2021, COSCA, CITY, and DISTRICT entered into an agreement regarding:
 - a. The transition of ownership of the LEASE PREMISES from COSCA to the DISTRICT
 - b. The assignment and transfer of the August 2019 interim Memorandum of Understanding between CITY and RIDE ON for interim management of the facility to the DISTRICT.
 - c. The assignment and transfer of all CITY owned improvements at the LEASE PREMISES to the DISTRICT excepting Lynn Road street improvements and traffic signal improvements.
- L. DISTRICT desires to lease the facility on the LEASE PREMISES to RIDE ON to provide public and therapeutic riding services, educational programs, and workshops to the public to increase access to and appreciation of open space and multi-use trails, and affordable boarding for the entire community.
- M. RIDE ON wishes to lease from DISTRICT to continue and build a center for equestrian education for the entire community.
- N. This lease replaces and supersedes any other prior agreements between RIDE ON and DISTRICT regarding the LEASE PREMISES, irrespective of whether those prior written agreements were written or oral. This lease does not affect in any way the lease for the Walnut Grove Equestrian Center between the DISTRICT and RIDE ON.

The parties agree as follows:

1. PURPOSE

It is specifically understood by and between the parties hereto that the intent of this lease is to provide for the maintenance and operation of a public equestrian facility on the LEASE PREMISES for the use and benefit of the general public. RIDE ON shall establish and promote a public equestrian center with a range of activities and programs designed to maximize recreational benefit to the constituents of the DISTRICT and RIDE ON.

In order to carry out the purposes of this Lease, RIDE ON agrees to develop, provide, operate, and maintain the facility on the LEASE PREMISES. RIDE ON agrees to provide public programs and services, generally described in Exhibit "B". DISTRICT acknowledges that building specialized programming for a community equestrian education center takes time, financial resources, and unique skills. A delay or failure by RIDE ON to provide individual elements in Exhibit B shall not be grounds for termination of this agreement. RIDE ON agrees to perform each of the aforementioned as consideration for the LEASE PREMISES. In carrying out these purposes, RIDE ON shall have the exclusive use and occupancy of said leasehold property subject to the terms and conditions of this Lease. RIDE

ON shall provide all personnel, materials, and equipment necessary to carry out the terms and provisions of the Lease.

2. DESCRIPTION OF PREMISES

The DISTRICT hereby leases to RIDE ON, on the terms and conditions set forth below, and RIDE ON hires and rents from DISTRICT the following property generally referred to as the LEASE PREMISES:

A. The land, along with all fixtures, fences, corrals, improvements, and buildings located thereon, having a common address of 4790 W. Lynn Road (formerly known as 4801 Potrero Road), Newbury Park, California, 91320 and more particularly described on Exhibit "A" attached hereto and made a part hereof as though set forth in full. Further, RIDE ON is hereby given license to use the land to provide public equestrian services and programs in accordance with DISTRICT regulations, CITY Zoning and Permitting Authority, laws and regulations of California, the bylaws of RIDE ON, and regulations governing 501(c)(3) entities.

3. USE OF PREMISES

License is given to RIDE ON for the purpose of operating a public equestrian center, and RIDE ON retains the right to design and implement and control those public equestrian non-DISTRICT programs; RIDE ON will at all times observe and abide by DISTRICT'S rules and regulations.

Should a caretaker's and/or ranch manager residence be requested, the selection and approval of the caretaker and/or ranch manager shall include a criminal background check and be the subject of a separate agreement between RIDE ON and the caretaker and/or ranch manager. Prior to execution of that caretaker and/or ranch manager agreement, the DISTRICT retains the right to review the agreement and interview the applicant. RIDE ON shall use the premises for the aforementioned purposes and for no other use without DISTRICT's written consent.

A. All DISTRICT and RIDE ON improvements shall comply with the Special Use Permit, SUP 05-70416, issued by the CITY Planning Commission per Resolution No. 104 -2005 PC for use of premises, and any subsequently issued land use entitlement permit including any necessary special event or use permit. CONDITIONS OF APPROVAL for SUP 05-70416, copies of which RIDE ON acknowledges having received and reviewed.

B. RIDE ON shall not do, bring, or keep anything in or about the premises that would cause cancellation of any insurance covering the premises.

C. Nothing in this section shall be construed to prohibit appropriate structure mounted security and safety lighting. Any such security /safety lighting shall be configured to minimize any impact on adjacent residences. RIDE ON shall be responsible for assuring that any such security/safety lighting is installed and maintained pursuant to all applicable zoning, building and electrical code requirements.

D. RIDE ON shall comply with all laws concerning the premises, or RIDE ON' s use of the premises.

- E. RIDE ON shall not use the premises in any manner that will constitute a waste OR nuisance.
- F. RIDE ON shall not use the premises for the preparation, manufacture, or mixture of anything that might emit an odor or objectionable noise, or light onto adjacent properties, other than that commonly associated with a properly maintained and operated equestrian facility.
- G. RIDE ON shall determine user fees for boarding by conducting a market survey analysis of comparable facilities in Los Angeles, Orange, and Ventura Counties. RIDE ON user fees shall not exceed 33% above the median for comparable facilities and shall not be below the median for comparable facilities. DISTRICT may request a copy of RIDE ON's survey or, if such survey is older than one year, request RIDE ON to conduct an updated survey. RIDE ON shall post its fees, including fees for special services (i.e. specific feed) on its website and in an area viewable by public.
- H. RIDE ON shall maintain a set of standards and rules for the facility which shall be available on its website and posted on site in an area viewable by the public.

4. TERM

The term of this lease shall be 40 years, commencing upon execution of this lease, and terminating March 17, 2061. Upon the mutual agreement of both parties, the lease may be extended for an additional 20-year option term. On an annual basis, RIDE ON will deliver an Annual Report to the Board of Directors of the Conejo Recreation and Park District on or about February 1 of each year, which shall include, but not limited to:

- A. Identifying activities and programs for that year, including:
 - 1) Activities and programs that were available and delivered to the public.
 - 2) Therapeutic activities and programs that were available and delivered.
- B. Current User Fees for boarding, special services, and community programming.
- C. Financial report which may be met by posting RIDE ON's audit or tax forms on its website.
- D. A summary of capital improvements and significant maintenance or operational issues for that year.
- E. Plans for the upcoming year including identifying financial, site expansion, and programming goals.

5. ANNUAL FEE

Upon presentation of the Annual Report to the Board of Directors, RIDE ON agrees to pay DISTRICT as an annual fee \$40.00 per year.

6. CAPITAL IMPROVEMENTS

RIDE ON acknowledges that immediately prior to the commencement of this Lease, RIDE ON has inspected said premises and accepts said premises in its "as is" condition subject to Sections 7 and 8A of this LEASE, and, RIDE ON agrees to quit and deliver said premises to DISTRICT at the end of the term of this Lease in as good condition, ordinary reasonable use,

wear and damage by the elements excepted, as the same are now or may hereafter be put in. See also Section 21: the DISTRICT will defend and indemnify RIDE ON for any condition, encumbrances or liens that may exist as of the date of this agreement.

As consideration for use of the property, DISTRICT and RIDE ON agree to provide and manage and fund capital improvements worth approximately \$2,265,000 to the premises as described in Exhibit C.

- A. The DISTRICT and RIDE ON shall make best efforts to complete the Capital Improvements as described in Exhibit C, in accordance with the phased timeline and be fully completed no later than January 1, 2025.
- B. The DISTRICT shall be responsible for 86.75% of the funding for the Capital Improvements and RIDE ON shall be responsible for 13.25% of the funding for the Capital Improvements.
- C. By January 15 of each year until and including January 15, 2025 or until the full completion of the Capital Improvements described in Exhibit C, DISTRICT shall prepare an accounting (example in Exhibit D) of each preceding year's completed projects in progress projects including costs paid and funding sources. Outside funding sources (i.e. grants) obtained by the DISTRICT shall reduce the overall costs of projects and thus the funding responsibility of both the DISTRICT and RIDE ON. Outside funding sources (i.e. grants) obtained by RIDE ON, services in kind obtained by RIDE ON, and funding provided by RIDE ON for projects shall be accounted towards only RIDE ON's funding responsibility. Grants and services obtained by RIDE ON from DISTRICT shall be credited 50% towards the RIDE ON's funding responsibility.
- D. At the completion of all the Capital Improvement projects, DISTRICT shall provide a final accounting report to RIDE ON. RIDE ON shall pay DISTRICT in six (6) equal annual installments RIDE ON's remaining responsibility as repayment of funds advanced by CRPD for the completion of the Capital Improvements or provide an accounting of improvements made which fully or partially fulfill this obligation. Such installments or accounting are due no later than February 1 of each year and may be included in RIDE ON's Annual Report. The first installment is due no earlier than February 1, 2025 and no later than the first February 1 after the full completion of the Capital Improvements described in Exhibit C.
- E. RIDE ON and DISTRICT shall collaborate and coordinate in making best efforts for the completion of long-term objective Capital Improvement projects at described in Exhibit E. Outside funding sources (i.e. grants) obtained by RIDE ON, services in kind (as mutually determined) obtained by RIDE ON, and funding provided by RIDE ON for projects in Exhibit E shall be accounted towards only RIDE ON's funding responsibility.
- F. In the event RIDE ON and DISTRICT mutually agree to alter or abandon an item in Exhibit C, or an item comes in under budget, those budgeted funds will remain dedicated to other, mutually agreed upon, items or cost overruns or contingencies at the facility.
- G. Exhibit F graphically represents the general location on the LEASE PREMISES of Capital Improvement projects described in Exhibit C and Exhibit E.

7. **ADDITIONAL CAPITAL IMPROVEMENTS AND ALTERATIONS**

No additional capital improvements in excess of \$25,000 shall be acquired or installed by RIDE ON without the prior written approval of the DISTRICT.

RIDE ON further agrees, in connection with any improvement constructed or installed in excess of \$25,000 by RIDE ON pursuant to this Lease that:

- A. RIDE ON shall submit to DISTRICT for approval a description of proposed work or detailed construction plans and specifications if available for all improvements prior to construction of same. All plans shall be subject to approval by the DISTRICT and if necessary, the CITY prior to any construction. All installation and construction work done at any time by RIDE ON or contractor in or upon the premises shall conform in all respects to the approved detailed plans and specifications, applicable statutes, ordinances, building codes, and rules and regulations of the DISTRICT and CITY (Public Works, Building and Planning Divisions), which reserve the right to inspect the installation at any time to insure that all work is and complies with approved and satisfactory plans specifications, and to order any alteration or correction to comply with the approved plans and specifications.
- B. RIDE ON, or its contractor shall, at its own expense, procure all building, fire, safety, and other permits necessary for such work. DISTRICT shall make best efforts to assist RIDE ON in coordinating all permits.
- C. RIDE ON shall not make any alterations in excess of \$25,000 to the LEASE PREMISES or any improvement hereafter installed thereon without DISTRICT's written consent. Any alteration to a fixture shall remain on and be surrendered with the premises on expiration of, or termination of the term, or except that DISTRICT can elect within thirty (30) days before expiration of the term, or within five (5) days after termination of the term, to require RIDE ON to remove any such alteration that RIDE ON has made to the LEASE PREMISES, unless the parties have otherwise agreed. If DISTRICT so elects, RIDE ON at his cost, shall restore the LEASE PREMISES to the condition designated by DISTRICT in its election before the last day of the term, or within ninety (90) days after notice of the election is given, whichever is later.
- D. If RIDE ON makes any alteration to the LEASE PREMISES, as provided in this paragraph, the alteration shall not commence until two (2) weeks after DISTRICT has received notice from RIDE ON stating the date the alteration is to commence so that DISTRICT can post and record an appropriate Notice of Non-Responsibility. This does not apply to alterations made by RIDE ON staff.
- E. RIDE ON or its designee will act as an independent contractor and will have control of all work and the manner in which it is performed. Any provision in this Agreement that may appear to give DISTRICT the right to direct RIDE ON as to the details of doing the additional capital improvements and alterations or to exercise a measure of control over the additional capital improvements and alterations means that RIDE ON will follow the direction of DISTRICT as to end results of the work only.

- F. The improvements shall become property of the DISTRICT upon completion. RIDE ON shall be responsible for maintaining the improvements to industry standards to ensure safe operations.

8. MAINTENANCE

- A. RIDE ON and DISTRICT acknowledge the full extent of existing conditions is unknown at this time and Exhibit C represents a summary of planned improvements to remedy prior construction and deferred maintenance. RIDE ON and DISTRICT shall collaborate and coordinate and make best efforts for the remediation of repairs and deferred maintenance including by modifying Exhibit C when mutually agreed. Paragraphs 8B and 8C of this section will be understood in this light.
- B. RIDE ON at its cost shall maintain in good and sanitary condition for its intended use all portions of the LEASE PREMISES, including without limitation the land, utilities, interior and exterior of all buildings and structures, including all fuel modification/weed abatement in accordance with Ventura County Fire District guidelines for such buildings and structures and including all sidewalks, driveways, parking areas, fauna, grass, landscaping and planting, fences, corrals, horse trails, auxiliary structures, improvements and fixtures located thereon or hereafter installed, located or placed thereon by RIDE ON, as well as RIDE ON' s personal property installed, used or maintained thereon with the written permission of the DISTRICT.
- C. Facilities located on said LEASE PREMISES, including structures, mechanical and plumbing facilities, shall not be used for any purpose other than that for which constructed, and it shall be the responsibility of RIDE ON to carry out this condition. The expense of any breakage, stoppage, damage, or injury to person or property resulting from a violation of this subparagraph shall be borne if RIDE ON, his by RIDE ON, employees, agents or invitees, guests or customers have caused it.
- D. RIDE ON shall store within the LEASE PREMISES, at such place indicated by the DISTRICT, and in a manner approved the DISTRICT, all trash, garbage, refuse, manure and other waste material, and arrange for the regular pickup and disposal thereof, at RIDE ON' s expense, not less than one time per week or as necessary. RIDE ON shall not store any hazardous or toxic substances within the LEASE PREMISES.
- E. RIDE ON shall conduct a reasonable inspection of the premises to identify and schedule needed repairs at least once a week.

Maintenance of the facilities shall be consistent with DISTRICT and community standards for like facilities. Should a disagreement arise regarding those standards, such disagreement shall be adjudicated by the General Manager of the DISTRICT whose decision shall prevail.

RIDE ON is responsible for the repair and/or replacement of all fixtures, fences, corals, improvements, buildings and equipment on LEASE PREMISES.

9. SECURITY

RIDE ON shall be responsible for any and all security which RIDE ON deems is reasonable.

10. ABANDONMENT

RIDE ON shall not vacate or abandon the premises at any time during the term; and RIDE ON shall at all times operate, maintain, and manage the premises consistent with the use and purposes as set forth in this Agreement.

If RIDE ON abandons, vacates, or surrenders said premises, or be dispossessed by process of law, or otherwise, any personal property not belonging to DISTRICT shall be removed by RIDE ON within thirty (30) days, or, at DISTRICT's option, be deemed to be abandoned and become subject to the control and management of DISTRICT for all purposes. Any improvements to the premises become the property of the DISTRICT and shall remain should the RIDE ON surrender the premises for any reason.

11. UTILITIES

RIDE ON shall be responsible for the payment when due and owing of all charges for the care and maintenance of said premises, including garbage, waste, trash, manure, refuse removal and disposal, gas, water, electric and telephone utilities supplied to said premises during the term hereof.

12. TAXES AND FEES

RIDE ON and DISTRICT agree that the purpose of this LEASE is to promote the nonprofit public benefit as stated in the organizing documents of RIDE ON and DISTRICT and acknowledge that the real property and improvements and other facilities of DISTRICT in the future will be exempt from taxation.

RIDE ON shall pay before delinquency all taxes, assessments, license fees, and other charges, including City Business License Taxes or fees that are chargeable, levied or assessed against RIDE ON' s personal property installed or located in or on the leased premises, or that arise out of RIDE ON' s maintenance and use of said premises for conducting the aforementioned business or RIDE ON on said premises, and that become payable during the term of this lease. On demand of DISTRICT, RIDE ON shall furnish DISTRICT with satisfactory evidence of those payments, if any taxes, license fees or other charges are levied against RIDE ON or RIDE ON' s property or the charges, RIDE ON on demand shall immediately reimburse DISTRICT for the sum of the taxes, licenses or charges levied against RIDE ON unless directly paid by RIDE ON. It is understood that DISTRICT shall have the right to pay the taxes, license fees and charges regardless of the validity of the levy, and upon payment, RIDE ON shall, on DISTRICT's demand, reimburse DISTRICT.

RIDE ON acknowledges that the real property and improvements and other facilities of DISTRICT in the future will be exempt from taxation, in the event that by reason of this lease agreement a possessory interest subject to property tax may be created. RIDE ON shall be responsible for any possessory interest taxes, or any other tax that may be applicable due to their use of the premises.

RIDE ON further acknowledges, understands, and hereby agrees to pay and assume, when due and owing, and hold DISTRICT free and harmless from liability thereon, all such tax levied by reason of such possessory interest. In this regard the following notice is given to RIDE ON.

NOTICE.

Pursuant to S107. 6 of the California Revenue and Taxation Code a possessory interest as defined in Revenue & Taxation Code S107 and S107.4 may be created by this agreement, and may be subject to property taxation, in which event the private party to this agreement in which the possessory interest is vested may be subject to the payment of property tax levied on such interest."

13. COVENANT OF CONTINUOUS OPERATION

During all usual business hours, and on all days a comparable business of like nature in the area is open for business, RIDE ON shall continuously and uninterruptedly occupy and use the premises for the purposes herein specified. Notwithstanding the foregoing, it is agreed that said premises shall be open at least between the hours of 8:00 A. M. and 4:30 P.M. on each weekday, between the hours of 8:00 A.M. and 5:00 P. M. on each Saturday and Sunday and holidays (exclusive of December 25 Christmas), unless agreed otherwise by the DISTRICT in writing.

Boarders shall be able to arrange for access to the leased premises during hours that the facility is not open by contacting RIDE ON' s authorized on -site employee. The premises shall be open until 7 :00 P. M. at all times subject to daylight savings time.

RIDE ON may alter hours of operation in accordance with local public health orders (i.e. COVID-19).

14. MECHANIC'S LIENS

RIDE ON shall pay when due all sums of money that may become due for any labor, services, materials, supplies or equipment alleged to have been furnished to, or to be furnished for, RIDE ON in, at, upon or about the LEASE PREMISES, and which may be secured by any lien, mechanic's lien, material man' s lien, or other lien, or stop notice, whether against the premises, or against the DISTRICT's interest in the LEASE PREMISES, or against the DISTRICT, and RIDE ON shall cause any such lien to be fully discharged and released.

15. RIDE ON'S COVENANTS

RIDE ON shall comply with each and every term and obligation imposed upon RIDE ON pursuant to this Lease, and in addition, but not limited thereby, perform the following covenants.

- A. RIDE ON shall assume and pay when due and owing all day-to-day operating costs of maintaining and operating said business, and said premises, including all payroll, feed costs, hay costs, and other charges.
- B. RIDE ON shall acquire and maintain insurance as required in Section 22.
- C. RIDE ON covenants to observe, enforce and comply with all local ordinances and State laws relative to the keeping, harboring disposition of animals.
- D. RIDE ON agrees to maintain a record of all written complaints received.

- E. RIDE ON agrees to maintain all barns, corrals and other animal shelters or storage areas in a humane manner, and to keep said premises in a sanitary condition at all times, and that RIDE ON will use humane methods of care and destruction of any animals coming under his control.
- F. RIDE ON agrees that no person shall, on the ground of race, color, national origin, gender or age, be excluded from participating in, be denied the benefits of, or be subject to discrimination under any program or activity of RIDE ON hereunder. Any person may be denied participation based upon ability to safely participate. Liability insurance standards may be relied upon to determine ability to safely participate.
- G. RIDE ON agrees that he will not discriminate against any employees or applicant for employment because of race, creed, color, national origin, age, or sex. Any person may be denied employment based upon ability to safely perform job functions. Liability insurance standards may be relied upon to determine ability to safely perform.

16. DEFAULT

- A. The occurrence of any of the following shall constitute a default by RIDE ON:
 - 1) Abandonment and vacation of the premises, including the failure to occupy the premises, and operate the business thereon for ten (10) consecutive days.
 - 2) Failure to perform any provision of this Lease, including care of animals and providing of public equestrian services, if the failure to perform is not cured within thirty (30) days after written notice has been given to RIDE ON to cure said default. If the default cannot reasonably be cured within thirty (30) days, RIDE ON shall not be in default of this Lease if RIDE ON commences to cure the default within said thirty (30) day period and diligently and in good faith continues to cure the default.

No notice under this subsection shall be deemed a forfeiture or termination of this lease unless DISTRICT so elects in the notice.

- B. If RIDE ON commits a default, DISTRICT shall have the following remedies. These remedies are not exclusive; they are cumulative, in addition to any remedies now or later allowed by law:
 - 1) DISTRICT can continue this Lease in full force and effect, and the Lease will continue in effect as long as DISTRICT does not terminate RIDE ON's right to possession. Such election shall not be deemed a waiver of DISTRICT' s right at any time to demand that RIDE ON correct said default or to enforce this Lease.
 - 2) DISTRICT can terminate RIDE ON' s right to possession of the premises at any time if RIDE ON defaults as described above. No act by DISTRICT other than giving notice to RIDE ON shall terminate this Lease. Acts of maintenance, emergency repairs, or other acts taken by DISTRICT to protect said premises or the public shall not constitute a termination of RIDE ON' s right of possession without such notice.
 - 3) DISTRICT at any time after RIDE ON commits a default under this Lease can cure the default at RIDE ON's cost. If DISTRICT at any time by reason of RIDE ON' s default pays any sum or does any act that requires the payment of any sum, or the

occurrence of any cost, the sum paid or cost incurred by DISTRICT shall be due immediately from RIDE ON to DISTRICT at the time the sum was paid, and if paid at a later date, shall bear interest at the rate of ten percent (10 %) per annum from the date the sum is paid by the DISTRICT until DISTRICT is reimbursed by RIDE ON.

- C. Capital Improvement repayment installments not paid within ten (10) days of when due shall bear interest at the rate of ten percent (10%) per annum until paid.
- D. DISTRICT shall be in default under this Lease if it fails or refuses to perform any provision of this Lease that it is obligated to perform, if the failure to perform is not cured within thirty (30) days after notice of the default has been issued.
- E. If DISTRICT commits a default RIDE ON shall have the remedies to either cure the default at DISTRICT's expense or to terminate this lease.

17. TERMINATION BY DISTRICT

In the event of a default by RIDE ON under the terms of Section 16A, DISTRICT, by notifying RIDE ON in writing, may upon 30 calendar days' notice, terminate with cause this Agreement. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by DISTRICT to RIDE ON within 30 days following submission of a final statement by RIDE ON unless termination is pursuant to remedies provided in paragraph 16B. In such event, RIDE ON shall be compensated only to the extent required by law.

18. SURRENDER OF PREMISES AND HOLDING OVER

- A. On the termination of this Lease, RIDE ON shall surrender to DISTRICT the LEASE PREMISES, along with all improvements, including but not limited to stalls, piping and fencing, all additions and alterations thereon, in good condition except for ordinary wear and tear occurring after the last required maintenance by RIDE ON, or destruction of the LEASE PREMISES as covered by this Lease, and with the exception of any property that RIDE ON has the right to remove or is obligated to remove under the provisions of this Lease. RIDE ON shall remove all his personal property, which shall not include any stalls, piping or fencing, prior to the termination date and perform all restoration necessary by removal of any alterations or RIDE ON' s personal property within ninety (90) days after the termination of the Lease. DISTRICT can elect to retain or dispose of in any manner any alteration or RIDE ON' s personal property that RIDE ON does not remove from the premises on expiration or termination of the lease, as allowed or required by this lease, by giving at least thirty (30) days' notice to RIDE ON. Title to any such alteration or RIDE ON' s personal property that DISTRICT elects to retain or dispose of on the expiration of the ninety (90) day period, shall vest in DISTRICT. RIDE ON waives all claims against the DISTRICT for any damage to RIDE ON resulting from DISTRICT's retention or disposition of any such alteration, or RIDE ON' s personal property. RIDE ON shall be liable to DISTRICT for DISTRICT's costs of storing, removal and disposal of any alterations, or RIDE ON' s personal property. If RIDE ON fails to surrender the premises to DISTRICT on the expiration of the term, as required by this subparagraph, RIDE ON shall hold DISTRICT harmless from all damages resulting from RIDE ON' s failure to surrender the premises.

- B. If RIDE ON, with DISTRICT's consent, remains in possession of the premises after the expiration or termination of the term, such possession shall be deemed to be a month - to -month tenancy, terminable on ninety (90) days' notice. All provisions of this Lease, days; notice given at any time by either party, except those pertaining to the term shall apply to the month-to-month tenancy.
- C. Upon termination of this Lease should the DISTRICT elect to retain any of the improvements, as defined in Section 7, installed on said LEASE PREMISES by said RIDE ON, RIDE ON shall receive either a credit toward any sums that RIDE ON may owe DISTRICT pursuant to this Lease, or if none, reimbursement forthwith for the value of said improvement at the date of termination. The value of said improvement, as used herein, shall be determines as follows:
 - 1) The actual cost to RIDE ON of procuring or installing said improvement as determined at the time of its installation in accordance with the terms and provisions of this Lease.
 - 2) Less the dollar amount of any damage or depreciation thereto caused by wear, tear, or Act of God or third parties.

19. RIDE ON'S RECORD ACCOUNT AND STATEMENTS AND DISTRICT'S AUDIT

All sales, financial transactions and revenue receipts shall be recorded and maintained by RIDE ON in RIDE ON'S usual course of business and in a form and fashion that RIDE ON has maintained for its other locations. Such records and accounts shall be made readily available to the DISTRICT at any time to examine and/or audit.

20. RELATION OF THE PARTIES

The relationship of the parties to this Agreement shall be that of independent contractors and that in no event shall RIDE ON be considered an officer, agent, servant, or employee of DISTRICT. RIDE ON shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

21. HOLD HARMLESS AND INDEMNITY

RIDE ON agrees to hold the Conejo Recreation and Park District ("DISTRICT"), their elected officials, officers, agents, and employees, consultants, and contractors, harmless from all of RIDE ON' s claims, demands, lawsuits, judgments, damages, losses, injuries or liability to RIDE ON, to RIDE ON's employees, to RIDE ON's subcontractors, or to the owners of RIDE ON's company, which damages, losses, injuries or liability occur during the term of this Agreement, or occur while RIDE ON is on DISTRICT property, or which are connected, directly or indirectly, with RIDE ON' s performance of any activity or work required under this Agreement, unless such damage results solely from the gross negligence or intentional misconduct of the DISTRICT, their elected officials, officers or employees

Defense and Indemnity of Third-Party Claims /Liability. RIDE ON shall investigate, defend, and indemnify the DISTRICT, their elected officials, officers, agents, employees, consultants, and contractors, from any claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, automobile, infringement of copyright/patent/trademark, or general liability, an error, professional errors and omissions arising out of, directly or indirectly, negligence, or omission

of RIDE ON or any of RIDE ON' s officers, agents, employees, representatives, sub -consultants, or subcontractors, or the willful misconduct of RIDE ON employees, representatives, sub -consultants, or any of RIDE ON' s officers, agents, subcontractors, in performing the activities described in, or normally associated with, this facility unless such damage is due to the gross negligence of the DISTRICT. The duty to defend shall include any suits or actions concerning any activity, product or work required under this Agreement, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related thereto.

No Waiver. DISTRICT does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by DISTRICT, or the deposit with DISTRICT, of any insurance certificates or policies described in Section 22.

The DISTRICT will defend and indemnify RIDE ON for any condition, encumbrances or liens that may exist as of the date of this agreement.

22. INSURANCE

RIDE ON shall, at RIDE ON's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry workers' compensation statutory benefits as required by law. RIDE ON shall also, at RIDE ON' s sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry: General Personal Injury/Property Damage Liability insurance and Automobile Liability insurance with liability limit of not less than \$1,000,000 per occurrence with \$2,000,000 aggregate for general liability and \$3,000,000 in excess liability providing a total of \$3,000,000 per occurrence, \$5,000,000 total aggregate limits for general liability. Ride On shall also provide \$1,000,000 CSL for auto liability, said auto liability coming under the same excess policy as the general liability coverage. All insurance policies shall be issued by a financially responsible company or companies authorized to do business in the State of California. DISTRICT, its elected officials, officers, and employees, shall be named as additional insured. RIDE ON shall provide DISTRICT with copies of certificates (on DISTRICT certificate form or an Accord form as modified per DISTRICT direction) for all policies, with the appropriate named additional insured coverage and an endorsement that they are not subject to cancellation without 30 days prior written notice to DISTRICT or as provided by State law. Proof of insurance and additional insured certificates shall be provided to DISTRICT prior to Occupancy of the leased premises and shall be maintained current throughout the term of this agreement.

23. MISCELLANEOUS

Whenever the singular number is used in the Lease, and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and the word " person" shall include the plural or DISTRICT. The word "DISTRICT" includes all authorized agents, employees, and representatives thereof. The word " RIDE ON" includes, unless expressly indicated otherwise Ride On Therapeutic Horsemanship, it's officers and employees.

24. DISTRICT PROJECT COORDINATION, SUPERVISION AND MANAGEMENT

The DISTRICT's Parks and Planning Division will monitor the progress and execution of this Agreement. The DISTRICT's Parks and Planning Division representative may make any decisions or approvals contemplated herein except that this agreement may not be amended except in writing approved by the DISTRICT's Board of Directors.

25. PERSONAL SERVICES /ASSIGNMENT /SUBCONTRACTOR

RIDE ON is deemed to be especially experienced and shall be directly involved with all management and operations. Should RIDE ON not continue to be directly involved with management and operations for any reason, DISTRICT may terminate this Agreement. Programs and services may be subcontracted, but primary management and operational responsibility remains with RIDE ON.

This Agreement is not transferrable nor assignable by RIDE ON without DISTRICT's prior consent in writing.

26. BUSINESS OPERATION

RIDE ON agrees to operate the business authorized by this Lease and to devote all time reasonably necessary to the supervision of said business. RIDE ON further agrees that it will not hire or retain any employee who by his conduct is offensive to the general public or endangers the health, safety, and welfare of any person on said premises. Conduct, as used herein, includes failure to act, failure to maintain a clean personal appearance under the circumstances, and an illegal or unreasonable excessive use of alcohol or drugs.

27. WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a No express written party to take any action with respect to such default or breach. waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and /or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

28. CONFLICT OF INTEREST

RIDE ON is unaware of any DISTRICT employee or official that has a financial interest in RIDE ON's business. During the term of this Agreement and /or as a result of being awarded this Agreement, RIDE ON shall not offer, encourage or accept any financial interest in RIDE ON' s business by any DISTRICT employee or official.

29. CONSTRUCTION OF LANGUAGE OF AGREEMENT

The provisions of this Agreement shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against It shall be construed consistent with the provisions hereof, in order to any party. achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the

plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

30. MITIGATION OF DAMAGES

In all situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

31. GOVERNING LAW

This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Ventura County.

32. MODIFICATION OF AGREEMENT

The tasks described in this Agreement and all other terms of this Agreement may be modified only upon mutual written consent of DISTRICT and RIDE ON.

33. USE OF THE TERM "DISTRICT"

Reference to "DISTRICT" in this Agreement includes General Manager or any authorized representative acting on behalf of the DISTRICT.

34. PERMITS AND LICENSES

RIDE ON, at its sole expense, shall obtain and maintain, during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of activities under this Agreement, including those with outside agencies (i.e. National Park Service and California State Parks). DISTRICT shall make best efforts to assist RIDE ON.

35. CAPTIONS

The captions or headings in this Agreement are for convenience only and in no other way define, limit, or describe the scope or intent of any provision or section of the Agreement.

36. AUTHORIZATION

Each party has expressly authorized the execution of this Agreement on its behalf and officers, directors, bind said party and its respective administrators, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this Agreement.

37. ENTIRE AGREEMENT BETWEEN PARTIES

Except for RIDE ON' s proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services.

38. PARTIAL INVALIDITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

39. NOTICES

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO DISTRICT:
Attention: Jim Friedl
General Manager
Conejo Recreation and Park DISTRICT
403 W. Hillcrest Drive
Thousand Oaks, CA 91360
Email jfriedl@crpd.org

TO RIDE ON:
Attention: Bryan McQueeney
10860 Topanga Canyon Blvd.
Chatsworth, CA 91311

40. RIGHT OF ENTRY

RIDE ON shall permit DISTRICT and its agents to enter into and upon said premises at all reasonable times for the purpose of inspecting the same or performing work upon premises.

It is understood and agreed that the DISTRICT, or its agents or contractors, may at any time that the facility is open, enter the premises occupied by RIDE ON, for the purpose of inspecting said premises, observing the operations thereon, or for making any improvements or repairs necessary to carry out the purposes of this Lease, or to maintain said premises in a safe and sanitary condition, or to eliminate there from any nuisance or default of RIDE ON.

41. DESTRUCTION OF PREMISES

If the demised premises are by casualty or other causes rendered unfit and unusable for the purposes intended by the parties for a period exceeding 270 days, and provided RIDE ON does not within said time commence and diligently proceed to cure said condition, then this lease may be terminated and neither party shall have any further obligations hereunder.

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

4/6/2021

Date

CONEJO RECREATION AND PARK DISTRICT

DocuSigned by:

James Friedl

AA778DC55BB2C4E1...

James Friedl, General Manager

4/6/2021

Date

RIDE ON THERAPEUTIC HORSEMANSHIP

DocuSigned by:

Bryan McQueeney

42C54BC76B164B6...

Bryan McQueeney, Executive Director

EXHIBIT A

LEASE PREMISES

W Potrero Rd



0 37.5 75 150 225 300 Feet

EXHIBIT B

GENERAL DESCRIPTION OF PUBLIC PROGRAMS AND SERVICES

Ride On will work to build a variety of programs which enrich the quality of life for our community by enhancing recreational activities and access to and appreciation of open space with a range of equestrian activities which may include:

- Affordable horseback riding lessons in English, and western disciplines for riders of all abilities including individuals with disabilities.
- Clinics to help horse enthusiasts at all levels and continuing education for horse professionals
- Summer Camps for all
- Horseshows and group activities for Pony Club, 4-H, ETI, Safe Passages, Blue Shadows, Special Olympics and adaptive riding groups
- Community service projects for students, Scouts and YMCA and School field trips
- Outdoor education projects showcasing trail safety, animal and plant education, interpretive programs, hiking, stargazing, sustainable landscaping and best management for horse keepers
- Volunteer service days for local organizations and team projects for local businesses
- Educational partnerships to include CVUSD, Charter/Magnet and Home Schools, Cal State Channel Islands, CLU, Moorpark College, and other local universities supporting internships in equine management, vocational, and therapy disciplines
- Cooperative programming with CRPD, NPS, COSCA/Rangers, Sierra and other hiking clubs
- Access to open space by providing year round hourly trail rides for individuals with disabilities and the entire community.
- Access to affordable horse ownership by providing year round affordable boarding to the community.

EXHIBIT C

CAPITAL IMPROVEMENTS

PRIORITY	NUMBER	ITEM	GENERAL DESCRIPTION	ESTIMATED COST
PRIORITY #1	1.1	B&S Permits & Upgrades	Allowance	\$25,000
BEFORE JANUARY 2022	1.2	Electrical Repairs	Allowance	\$25,000
	1.3	Caretaker Living Quarters	14' x 52' Single-wide, 2+1 Installation Demo and Remove Existing	\$90,000
	1.4	Earthquake and Fire Water Truck	2,500 gallon water truck for: •Earthquake water supply •Daily arena/road dust control •Fire	\$90,000
	1.5	Pens (3 TOTAL)	Rebuild existing round pen and build 1 new 60' diameter round and 1 70' x150' rectangle pens	\$45,000
	1.6	Turnouts	Rebuild existing six turnouts	\$40,000
	1.7	Covered Parking Bays	Bays for 1.4 Water Truck and 5.1 Truck/Trailer	\$100,000
	1.8	Lease to own equipment		\$150,000
			SUBTOTAL	\$565,000
PRIORITY #2	2.1	Ranch Manager Apartment & Office	28' x 56 double-wide duplex. 784 sq. ft 2+1 living quarters and 784 sq. ft office with ADA bathroom and meeting space	\$200,000
BEFORE JANUARY 2023	2.2	Deferred Stall Maintenance	Rebuild existing footing in stalls - 75 total	\$35,000
			SUBTOTAL	\$235,000
PRIORITY #3	3.1	Rent String Office & Tack	16' x 48' Single wide, 2 x ADA bathrooms, office and tack storage Installation Demo and Remove Existing	\$90,000
BEFORE JANUARY 2024	3.2	Rent String Tack/Shade Structures	36' x 48' Covered Cross tie area by FCP Reinforce existing pasture shelters	\$70,000
	3.3	Arena Lighting	Musco LED arena lighting – 6 poles west ring Convert existing 2 pole light to LED	\$160,000
	3.4	(2) Arena Reconstruction	Rebuild existing footing in two arenas with permanent railing	\$80,000
			SUBTOTAL	\$400,000
PRIORITY #4	4.1	(3) Arena Reconstruction	Rebuild Roping and Jumping Arenas •Remove existing footing •Regrade sub-base •Install new DG base •Install new sand footing •Install new permanent railing	\$150,000
BEFORE JANUARY 2025	4.2	Bioswale Protection 56 Stall Replacement Barns	4 x 14 horse stall mare motels. •56 x 24' x 24' horse stalls •3 x ADA bathrooms •4 x feed room •4 x tack •2 x washrack	\$840,000
	4.3	Wildfire Response 80 Horse Evacuation Stalls	Convert 40 existing boarding 24' x 24' stalls into 80 - 12' x 24' evacuation and show stalls. •Purchase 40 x 24' double gate panels and install •Regrade/refresh base to slope away from bioswale •Plumbing for 40 additional waterers and install	\$75,000
			SUBTOTAL	\$1,065,000
			TOTAL RIDE ON AREA IMPROVEMENTS	\$2,265,000

EXHIBIT D

CAPITAL IMPROVEMENT ACCOUNTING EXAMPLE

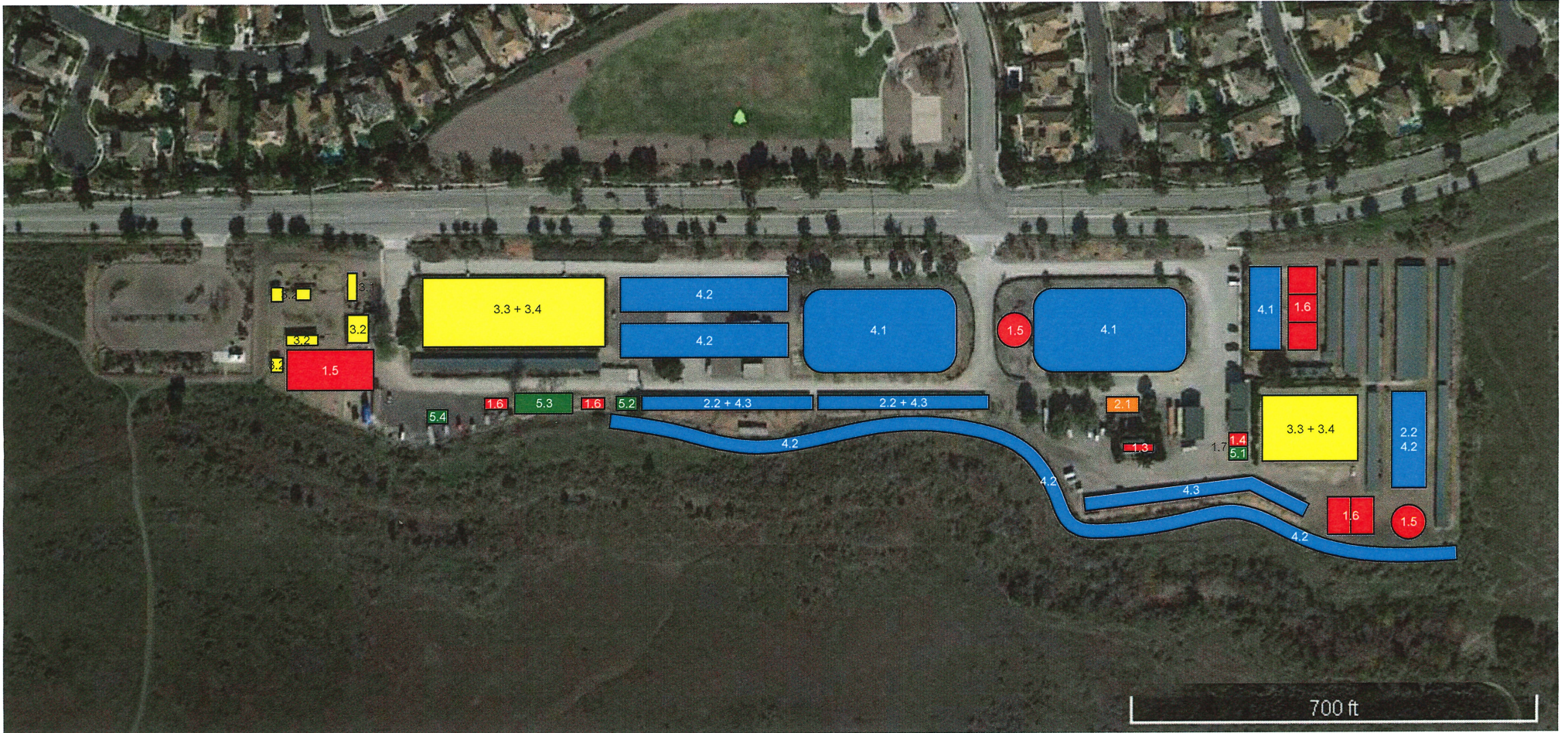
CONEJO RECREATION AND PARK DISTRICT/RIDE ON			REPORT ENDING	January 1, 2022				
RANCHO POTRERO CAPITAL IMPROVEMENT ACCOUNTING								
DATE COMPLETED OR PROGRESS DATE	PROJECT	DISTRICT FUNDING	DISTRICT OBTAINED FUNDING	RIDE ON FUNDING	RIDE ON OBTAINED FUNDING	RIDE ON GRANTS FROM DISTRICT	OVERALL PROJECT COST	NOTES
June 1, 2021	Round Pen installation	\$45,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45,000.00	
August 1, 2021	Ranch Manager Apartment and Office	\$180,000.00	\$0.00	\$25,000.00	\$0.00	\$25,000.00	\$230,000.00	RIDE ON OBTAINED \$25K MATCHING GRANT FROM DISTRICT
December 1, 2021	Deferred Stall Maintenance	\$10,000.00	\$0.00	\$0.00	\$25,000.00	\$0.00	\$35,000.00	RIDE ON OBTAINED \$25K LA84 GRANT
December 1, 2021	Arena Lighting	\$100,000.00	\$60,000.00	\$0.00	\$0.00	\$0.00	\$160,000.00	DISTRICT OBTAINED \$60k SCE GRANT
January 1, 2022	Arena Reconstruction	\$100,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,000.00	PROJECT IN PROGRESS; COSTS SPENT TO DATE
	TOTALS	\$435,000.00	\$60,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$570,000.00	
								NOTES
A	TOTAL OVERALL PROJECT COSTS		\$570,000.00					
B	MINUS DISTRICT OBTAINED FUNDING		\$60,000.00					
C	OVERALL FUNDING RESPONSIBILITY		\$510,000.00	LINE A - LINE B				
D	RIDE ON RESPONSIBILTY (%)		13.25%					
E	RIDE ON RESPONSIBILITY (\$\$)		\$67,575.00	LINE D * LINE C				
F	RIDE ON OBTAINED GRANTS FROM DISTRICT		\$25,000.00					
G	50% CREDIT FOR RIDE ON OBTAINED GRANTS FROM DISTRICT		\$12,500.00	LINE F * 0.5				
H	RIDE ON FUNDING		\$25,000.00					
I	RIDE ON OBTAINED FUNDING		\$25,000.00					
J	RIDE ONE CONTRIBUTIONS FOR THIS YEAR		\$62,500.00	LINE G + LINE H + LINE I				
K	RIDE ON NET RESPONSIBILITY FOR THIS YEAR		\$5,075.00	LINE E - LINE J				
L	RIDE ON NET RESPONSIBILITY FOR PRIOR YEARS		\$13,175.00	LINE M FROM PRIOR YEAR				
M	TOTAL RIDE ON RESPONSIBILITY AS OF REPORT DATE		\$18,250.00	LINE K + LINE L				

EXHIBIT E

LONG TERM OBJECTIVE CAPITAL IMPROVEMENTS

PRIORITY	NUMBER	ITEM	DESCRIPTION	ESTIMATED COST
PRIORITY #5	5.1	Evacuation Stock Trailer & Truck	6-8 horse trailer for evacuation and transport + truck.	\$100,000
AS FUNDING ALLOWS	5.2	Veterinary Medical 2- horse isolation stalls	2 isolation stalls for injured or contagious horses; storage area for evacuation supplies, equine first aid, human first aid, AED.	\$35,000
LONG TERM OBJECTIVES	5.3	Manure Management	Pilot Best Practice On-site Composting	\$50,000
	5.4	Picnic Pavilion	Shaded picnic shelter for rental and programming use	\$50,000
			SUBTOTAL	\$235,000
OTHER	6.1	Area 1 Improvements	Trees, hardscape, outdoor classroom	\$600,000
			SUBTOTAL	\$600,000
			TOTAL IMPROVEMENTS	\$835,000

EXHIBIT F



LEGEND

FROM EXHIBIT C

- PRIORITY #1 - BEFORE JANUARY 2022
- PRIORITY #2 - BEFORE JANUARY 2023
- PRIORITY #3 - BEFORE JANUARY 2024
- PRIORITY #4 - BEFORE JANUARY 2025

FROM EXHIBIT E

- PRIORITY #5 - AS FUNDING ALLOWS

RANCHO POTRERO
COMMUNITY EQUESTRIAN CENTER
 CAPITAL IMPROVEMENT PROJECTS
 2021 0318

