

Hidden Valley Airpark Association, Inc

Agreement for Member use of Horse Pasture

This agreement is made between the Hidden Valley Airpark Association, Inc herein referred to as HVAA and _____ herein referred to as Member. This agreement is valid for one year from date of execution and may be renewed on an annual basis by mutual consent of HVAA and Member.

Horse Pasture Committee: In order to maintain and promote the well being of all horses boarded at HVAA and to insure the safe operation of the facility, a Horse Pasture Committee has been established consisting of all current horse owners executing this agreement and two other HVAA member participants appointed by the Board of Directors of Hidden Valley Airpark Association. This Committee will be herein referred to as Committee.

HVAA and Member agree to the following terms and Member further agrees to adhere to the Rules for Horse Pasture Operations as attached here as Exhibit A. Committee may propose changes to these rules from time to time for adoption by the HVAA board of directors. Member shall initial the current set of rules with the execution of this contract.

1. Fees: In consideration of a fee of \$_____, per month, per horse, paid by Member, HVAA agrees to grant Member use of the HVAA horse pasture. The additional fee(s) shall be added to the regular association dues and billed jointly with the dues. The fee schedule may be changed by the HVAA board of directors or by a vote of the members of HVAA.

2. Right of Lien: Member is put on notice that HVAA has, and may assert and exercise, a right of lien, as provided by the State of Texas for any amount due to HVAA, including back due horse fees, as allowed by the HVAA Declarations of Covenants and Restrictions as well as the HVAA By-laws. Further, member agrees that HVAA shall have the right without process of law, to attach a lien to your horse(s) after six (6) months of non-payment. After notice of such intent to Member, HVAA may then evict and/or sell horse(s) to recover its loss.

3. Description of all Horses to be kept at HVAA: Member agrees to submit a fully completed Owner Information Sheet, Exhibit B, for each horse at HVAA and attach same to this agreement along with a photo of the horse(s). All horses must be owned by Member or a direct family member. If a Member leases their home, the lessee may maintain a single horse at HVAA provided the lessor Member executes this agreement and remains responsible for all terms including fees.

4. Responsibilities of HVAA: The responsibility of HVAA is limited to the maintenance of the perimeter fence surrounding the pasture, and providing water and electrical service for lighting.

5. Responsibility of Member: The Member will be responsible for all proper care of their horse(s). Abandoned horses not receiving accepted proper care will be evicted. Member shall not sub-let their horse(s) or any rights to the HVAA pasture. The Member also must follow all horse pasture rules as established by HVAA and the Committee. See Exhibit A.

6. Risk of Loss and Standard of Care: During the time that any horse(s) is at HVAA, HVAA will not be liable for any sickness, disease, theft, death, or injury which may be suffered by the horse(s). This includes, but is not limited to, any personal injury or disability the horse(s) may receive while on HVAA premises. Member fully understands and hereby acknowledges that HVAA does not carry any insurance on any horse(s) including but not limited to, such insurance for equestrian activities or any other purposes, for which the horse(s) is/are covered under any public liability, accidental injury, theft, or equine mortality insurance, and that all risks relating to having a horse(s), or for any other reason, are to be borne by the Member. HVAA will not be responsible for lost or stolen items.

7. Hold Harmless: Member agrees to hold HVAA harmless from any claim resulting in damage or injury caused by said horse(s), Member, or his guests and invitees, to anyone; and agrees to pay any legal fees incurred by HVAA in defense of a claim resulting from damage by said horse(s), Member, or his guests and invitees. Member shall be responsible for damage by said horse(s) to property or equipment owned by HVAA.

8. Assignment: This agreement may not be assigned by Member without the expressed written consent of HVAA.

9. Agreement: This agreement constitutes the entire agreement between the parties. Any modifications or additions must be in writing and signed by all parties. No oral modifications will be considered part of this agreement unless put in writing and signed by all parties.

Dated this _____ day of _____, 20____

Signed by HVAA _____

Signed by Member _____

WARNING

Under Texas Law (Chapter 87, Civil Practice and Remedies Code), a farm animal professional is not liable for an injury to or the death of participant in farm animal activities resulting from the inherent risk of farm animal activities.

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Exhibit A

Horse Pasture Committee
Agreed Rules for Horse Pasture Operations
(as approved by the HVAA Board of Directors)

1. No Stallions are allowed in the pasture as it is an open pasture and not adequate for stallions over 12 months old.
2. The introduction of any new horses to the pasture must be coordinated with Committee to help facilitate proper integration into the herd. This includes potentially building shelter, stalls, and temporary or permanent fencing to separate horses. All costs associated with the introduction of a new horse are at the sole expense of the Member.
3. Any addition or major alteration of shelters, stalls, or other improvements must be reviewed by Committee first and then approved by the HVAA board of directors. It should be noted and understood that the horse facility resides on HVAA property and all structures and improvements are therefore owned by the HVAA unless they are temporary and moveable structures. However, placing any temporary or movable structures on HVAA property also requires approval.
4. Member will be responsible for all care of horses including proper feeding, de-worming on a regular schedule, and keeping required vaccinations current. Before a horse is allowed near the facility, a negative Coggins test must be provided to the Committee on all horses.
5. Members are responsible for the safety of any guest they allow in or around the pasture and facilities.
6. Horses are, at all times, prohibited on the aircraft runway and adjacent grass clearways, the radio controlled flying field, any private property without permission of the owner, and the HVAA main entrance road except for immediate crossing to the east field.
7. No smoking, hazardous chemicals, glass bottles, potential fire hazards, or anything determined by Committee to be a hazard to Members or horses, will be allowed in or near the horse pasture and facilities.

8. All Members are responsible for the maintenance of the pasture including the repair of any damage caused by Member or their horse(s) to any stalls or fences, or other HVAA property. Members shall be responsible for checking and cleaning water troughs, cleaning out and spreading manure frequently enough to minimize smells and flies.

9. Any issues concerning a potentially dangerous horse(s) will be discussed by Committee to insure safety of all horses and people using or visiting the horse pasture and related facilities. If separation of horses is required, it will be at the sole expense of the dangerous horse owner. If resolution is not achieved, the dangerous horse(s) may be evicted.

10. Use of the horse pasture and facility is currently limited by available shelters, fencing, and pasture land. A potential maximum limitation on the number of horses boarded per family and in total will be discussed and decided by Committee to insure the overall safety of horses and HVAA members. If needed, HVAA will make a decision based on recommendations of the Committee to allocate available space fairly among those Members requesting to use the pasture.

Member Initials _____

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Exhibit B

Equine Owner Information Sheet

Name _____

Address _____

City _____

Phone (Cell) _____ Phone (Work) _____

Name of Horse _____

Breed _____

Mare _____ Gelding _____ Age _____

Veterinarian Name _____

Veterinarian Phone _____

Veterinarian Emergency Phone _____

Date of last Coggins Test _____

Date of Annual Vaccinations _____

Any current or past medical conditions requiring a veterinarian's care (*please describe*)
