



## **OPEN MEETING**

### **REGULAR OPEN MEETING OF THE GOLDEN RAIN FOUNDATION COMMUNITY ACTIVITIES COMMITTEE\***

**Thursday, October 13, 2022 – 1:30 P.M.  
Board Room/Virtual Meeting**

Laguna Woods Village owners/residents are welcome to participate in all open committee meetings and submit comments or questions regarding virtual meetings using one of two options:

1. Join the Committee meeting via a Zoom link at: <https://us06web.zoom.us/j/87439575498> or by calling (669) 900-6833; Access Code: 874 3957 5498
2. Via email to [meeting@vmsinc.org](mailto:meeting@vmsinc.org) any time before the meeting is scheduled to begin or during the meeting. Please use the name of the committee in the subject line of the email. Name and unit number must be included.

### **NOTICE AND AGENDA**

*This Meeting May Be Recorded*

1. Call to Order
2. Acknowledgement of Media
3. Approval of the Agenda
4. Approval of Meeting Report for September 8, 2022
5. Chair's Remarks
6. Department Head Update
7. Member Comments (Items not on the agenda)

*At this time Members only may address the Committee regarding items not on the agenda and within the jurisdiction of this Committee. The committee reserves the right to limit the total amount of time allotted for the Member Comments to thirty minutes. A member may speak only once during the forum and each speaker is limited to three minutes. Speakers may not give their time to other people, no audio or video recording by attendees, and no rude or threatening comments.*

#### **Consent:**

8. Financial Statement
9. Recreation Dashboard

#### **Reports:** (Receive and File or Provide Recommendations)

10. None

#### **Items for Discussion and Consideration:** (Entertain a Motion to)

11. Saddleback Church Club Request for Exception to Clubhouse Holiday Hours
12. Equestrian Center Operating Rules
13. Equestrian Center Horse Boarding Agreement

#### **Items for Future Agendas:**

- Facility Operating Rules
- Performing Arts Center Rental Fees
- Poster Policy Review

#### **Concluding Business:**

- Committee Member Comments

- Date of Next Meeting: Thursday, November 10, 2022 at 1:30 p.m.
- Adjournment

\*A quorum of the GRF Board or more may also be present at the meeting.

Yvonne Horton, Chair  
Alison Giglio, Interim Staff Officer  
Telephone: 597-4270

# **OPEN MEETING**

## **REPORT OF THE REGULAR MEETING OF THE GOLDEN RAIN FOUNDATION COMMUNITY ACTIVITIES COMMITTEE**

Thursday, September 8, 2022 – 1:30 p.m.  
Board Room/Virtual Meeting

**MEMBERS PRESENT:** Yvonne Horton, Chair, Elsie Addington, Maggie Blackwell, Annie McCary, Diane Casey, Cush Bhada, Dennis Boudreau, Ajit Gidwani

**MEMBERS ABSENT:** Ryna Rothberg

**OTHERS PRESENT:** Bunny Carpenter, Juanita Skillman, Joan Milliman, Debbie Dotson

**STAFF PRESENT:** Brian Gruner, Steve Hormuth, Jennifer Murphy, Jackie Chioni

### **Call to Order**

Chair Horton called the meeting to order at 1:34 p.m.

### **Acknowledgement of Media**

There was no press present.

### **Approval of Agenda**

Chair Horton made a motion to approve the agenda with the addition under Reports as Donation of Drum Sander for Clubhouse 4 Woodshop and under Items for Discussion and Consideration as Garden Center Operating Rules, no second.

Motion passed unanimously.

### **Approval of Committee Report for August 11, 2022**

Director Bhada made a motion to approve the report, Director Casey seconded.

Motion passed unanimously.

### **Chair's Remarks**

Chair Horton welcomed the audience and stated an orderly meeting is expected with respectful behavior.

## **Report of the Recreation and Special Events Director**

Mr. Gruner stated staff levels are improving with nine new employees and four additional new employees in the onboarding process. More interviews are scheduled next week. These improvements allow the expansion of services such as extended hours at Clubhouse 5 and 7 and table tennis in the Community Center. Additional services will be announced in the eblast this Friday. Mr. Gruner stated the following facility updates: the Garden Center volunteer program is very successful with a total of 16 volunteers; a worm farming class will be held on October 14; the hours at the Performing Arts Center will be expanded soon; the aerification process for the golf course will begin next week; poolside food delivery service at Pool 2 began in August and has been well received with approximately five deliveries per day; the Library had 3952 items in circulation which is an increase from last month and 811 volunteer hours were reported.

Mr. Gruner presented the Premier Aquatics slide show which reports 42 first aid assists, 13 water rescues and 1 major incident. Mr. Gruner thanked Premier Aquatics for their swift response to the needs of our resident swimmers.

Mr. Gruner reported the following past events: Kids Splash Days at Pool 2; Queen Nation at the Performing Arts Center with 715 attendees; Space Oddity, a tribute to David Bowie was moved inside the Performing Arts Center due to the heat with approximately 400 attendees; the Garden Center hosted a composting event in August at Clubhouse 2.

Ms. Murphy stated the following upcoming events: Grandparents' Fun Day will be hosted at Clubhouse 5 on September 10 with tickets on sale at the Clubhouse 5 office for \$5 per child over the age of 2; Ronstadt Revival, Tribute to a Legend will perform at the Performing Arts Center on September 17 at 7 p.m.; the free movie at the Performing Arts Center on September 19 at 2 p.m. will be West Side Story; the Italian buffet monthly dinner will be hosted on September 29 at Clubhouse 5 with tickets on sale at the Clubhouse 5 office for \$25 each; Who's Zeppelin will perform at the Performing Arts Center on Saturday, October 1 at 7 p.m.

Chair Horton stated kudos were given from those who host the Trading Post on Village TV to the Recreation Department for moving the Space Oddity concert into the Performing Arts Center.

## **Member Comments (Items Not on the Agenda)**

Members were called to speak regarding the following: Village Musicians Studio Music club on wait list for new clubs and the proposed club project; club exclusion of players; clubs bypassing the wait list; reopening of Clubhouse 7; residents allowed to set up rooms with reservations; trail and riding program reinstatement after COVID; request for Equestrian Ad Hoc Committee minutes.

Mr. Gruner stated rollovers take precedence when scheduling rooms as facilities reopen and no club has bypassed the wait list. Chair Horton stated staff is addressing the proposed club project.

Chair Horton stated the riding lesson program is reinstated and the wait list is extensive as only a few horses are compatible with this program. She stated a records request may be made for the Equestrian Ad Hoc Committee minutes.

### **CONSENT**

Director Addington made a motion to approve the consent calendar, Director McCary seconded.

Motion passed unanimously.

### **REPORTS**

**Golf Greens Committee Update** - Director Blackwell stated the following updates: the driving range will use the batting cage from the Par 3 course during the construction project; weeds on the golf course are being addressed progressively; merchandise replaced in pro shop has improved sales; new scorecards were created with additional Par 5 options resulting in a better evaluation of the course and better golf play; new staff is doing a great job; the perimeter path is being monitored as it should not allow access for golf carts which damage the greens due to misuse; reservation violations are considerably lower with the new measures implemented; new shotgun rule has provided better safety; threesomes are now allowed during club times; a tournament has been approved; new rules for cancellations have been implemented; the flashing light used for street crossing by the maintenance yard has been fixed to allow for better safety; Golf Genius will not work for 9-hole club at this time. Director Blackwell thanked the Greens Committee as they have been working well together to ensure a safer, better golf experience.

Chair Horton thanked Director Blackwell for this update.

**Donation of Drum Sander for Clubhouse 4 Woodshop** - Chair Horton stated the recommendation of the donation of a drum sander for Clubhouse 4 woodshop.

Director McCary made a motion to approve the donation, Director Casey seconded.

Motion passed unanimously.

### **ITEMS FOR DISCUSSION AND CONSIDERATION**

**Garden Center Fees** – Mr. Hormuth, Financial Services Director, presented the staff recommendation to approve the proposed Schedule of Garden Center Rental Fees with an effective date of January 1, 2023.

Discussion ensued.

Member was called to speak regarding the following: fees raised by 25%; generating revenue from missed revenue opportunities.

Director Addington made a motion to accept staff recommendation to approve the proposed Schedule of Garden Center Rental Fees with an effective date of January 1, 2023, Director Blackwell seconded.

Motion passed 4-2-1 (Director Blackwell and Director Casey voted no; Director Rothberg was absent).

**African American Heritage Club Request for Rollover Exception** - Ms. Murphy stated the request for African American Heritage Club's request for an exception to the Permanent/Rollover Reservation Policy for a Juneteenth automatic annual rollover.

Discussion ensued.

Chair Horton asked if any exceptions from the committee to direct the African American Heritage Club to work with Ms. Murphy and clubs with existing reservations at all clubhouses and to direct the African American Heritage Club to present this exception to CAC in 2023 for the 2024 calendar year.

No exceptions were stated from the CAC committee.

**Garden Center Operating Rules** - Mr. Gruner stated the change adding the limit of 9 feet under section L.6.

Director Addington inquired as to a reference change under section J.5. which should state D1. Staff was directed to implement the change.

Member was called to speak regarding the following: tree cut by an unknown individual and allowance of a temporary fence to be kept up indefinitely on a tree plot.

Director Addington made a motion to approve the Garden Center operating rules as presented, Director Casey seconded.

Discussion ensued.

Motion passed unanimously.

### **ITEMS FOR FUTURE AGENDAS**

**Equestrian Center Operating Rules** – Staff was directed to keep this item under Items for Future Agendas.

**Performing Arts Center Rental Fees** – Staff was directed to keep this item under Items for Future Agendas.

**Poster Policy Review** – Staff was directed to keep this item under Items for Future Agendas.

### **CONCLUDING BUSINESS**

#### **Committee Member Comments**

Director Casey stated good meeting.

Advisor Gidwani thanked staff for being on top of things within the Village.

#### **Date of Next Meeting**

The next regular meeting of the GRF Community Activities Committee will be held both in the board room and virtually via the Zoom platform at 1:30 p.m. on Thursday, October 13, 2022.

#### **Adjournment**

There being no further business, the Chair adjourned the meeting at 3:17 p.m.

\_\_\_\_*Yvonne Horton*\_\_\_\_

Yvonne Horton, Chair

**Golden Rain Foundation of Laguna Woods**  
**Proforma Recreation Services Summary of Operations**  
**8/31/2022**

	Admin	Aquatics/Fitness	Bar Services	Clubhouses	Equestrian	Garden Centers	Golf	PAC	YTD ACTUAL	YTD BUDGET	VAR\$ B/(W)
<b>Non-Assessment Revenues:</b>											
Golf Green Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$1,260,892	\$0	\$1,260,892	\$1,067,984	\$192,908
Golf Operations	0	0	0	0	0	0	252,940	0	252,940	238,240	14,700
Merchandise Sales	0	108	33,990	0	0	0	243,936	0	278,033	193,944	84,089
Clubhouse Rentals and Event Fees	5,389	695	0	136,512	18,150	595	11,557	224,798	397,695	413,863	(16,168)
Rentals	0	0	0	(25)	0	39,032	36,430	0	75,437	74,264	1,173
Fees and Charges for Services to Residents	0	0	0	0	0	0	0	298	298	0	298
Miscellaneous	44,649	72,128	0	50,931	110,376	0	62	4,602	282,749	268,002	14,747
<b>Total Non-Assessment Revenue</b>	<b>50,038</b>	<b>72,931</b>	<b>33,990</b>	<b>187,418</b>	<b>128,526</b>	<b>39,627</b>	<b>1,805,816</b>	<b>229,698</b>	<b>2,548,043</b>	<b>2,256,297</b>	<b>291,746</b>
<b>Expenses:</b>											
Employee Compensation	380,595	272,585	8,020	419,450	192,891	44,071	1,059,741	163,246	2,540,599	2,677,269	136,670
Expenses Related to Employee Compensation	117,570	93,526	2,658	124,355	40,171	17,325	405,975	42,837	844,416	927,449	83,033
Materials and Supplies	4,233	74,767	0	77,623	120,356	14,737	148,176	6,659	446,552	417,870	(28,682)
Cost of Goods Sold	0	0	14,419	0	0	0	172,531	0	186,950	111,856	(75,094)
Community Events	21,058	879	0	61,706	4,480	131	255	132,800	221,309	284,786	63,477
Utilities and Telephone	501	148,263	0	399,527	14,712	48,286	488,224	82,468	1,181,980	934,618	(247,362)
Equipment Rental	0	17,197	0	0	0	0	40,600	0	57,797	48,904	(8,893)
Outside Services	40,079	399,566	93	14,229	3,637	933	167,450	13,439	639,426	557,398	(82,028)
Repairs and Maintenance	0	6,601	0	14,855	10,782	0	17,175	2,067	51,480	63,944	12,464
Other Operating Expense	25,209	3,174	0	11,852	688	429	12,953	1,644	55,948	80,830	24,882
Property and Sales Tax	43	6	2,445	212	28	102	18,349	25	21,209	12,697	(8,513)
<b>Total Expenses</b>	<b>589,288</b>	<b>1,016,564</b>	<b>27,634</b>	<b>1,123,807</b>	<b>387,745</b>	<b>126,014</b>	<b>2,531,429</b>	<b>445,185</b>	<b>6,247,666</b>	<b>6,117,621</b>	<b>(130,046)</b>
<b>Net Cost (before allocations)</b>	<b>\$539,251</b>	<b>\$943,633</b>	<b>(\$6,356)</b>	<b>\$936,389</b>	<b>\$259,219</b>	<b>\$86,387</b>	<b>\$725,613</b>	<b>\$215,487</b>	<b>\$3,699,623</b>	<b>\$3,861,324</b>	<b>\$161,701</b>
Allocated To Departments	(382,552)	0	0	(27,005)	0	0	0	0	(409,558)	(418,373)	(8,816)
Allocated From Departments	178,707	102,521	6,831	383,075	35,192	5,284	83,931	66,519	862,061	968,084	106,024
<b>Net Cost</b>	<b>\$335,406</b>	<b>\$1,046,154</b>	<b>\$476</b>	<b>\$1,292,458</b>	<b>\$294,411</b>	<b>\$91,671</b>	<b>\$809,544</b>	<b>\$282,006</b>	<b>\$4,152,126</b>	<b>\$4,411,035</b>	<b>\$258,909</b>



# Recreation Dashboard

## UPCOMING EVENTS

- Oct 17:** Monday Movie, *Nightmare Alley*, PAC, 2 p.m.
- Oct 22:** Village Bazaar, Clubhouse 5, 10 a.m.
- Oct 22:** Halloween Hoedown, Equestrian Center, 4 p.m.
- Nov 5:** Arts and Crafts Bonanza, Clubhouse 4, 9 a.m. on Saturday; 10 a.m. on Sunday (Two day event)
- Nov 11:** Veteran's Day, Clubhouse 2, TBD
- Nov 21:** Monday Movie, *Spencer*, PAC, 2 p.m.
- Nov 24:** Thanksgiving Buffet, Clubhouse 5 and Clubhouse 2, 1 p.m.
- Dec 2:** Volunteer Luncheon, Clubhouse 5, 11:30 a.m.
- Dec 3:** Village Holiday Lighting, Clubhouse 1, TBD
- Dec 25:** Christmas Buffet, Clubhouse 5, 1 p.m.
- Dec 31:** New Year's Eve Concert, Performing Arts Center, 7:30 p.m.
- Dec 31:** Rockin' New Year's Eve, Clubhouse 5, 6:30 p.m.

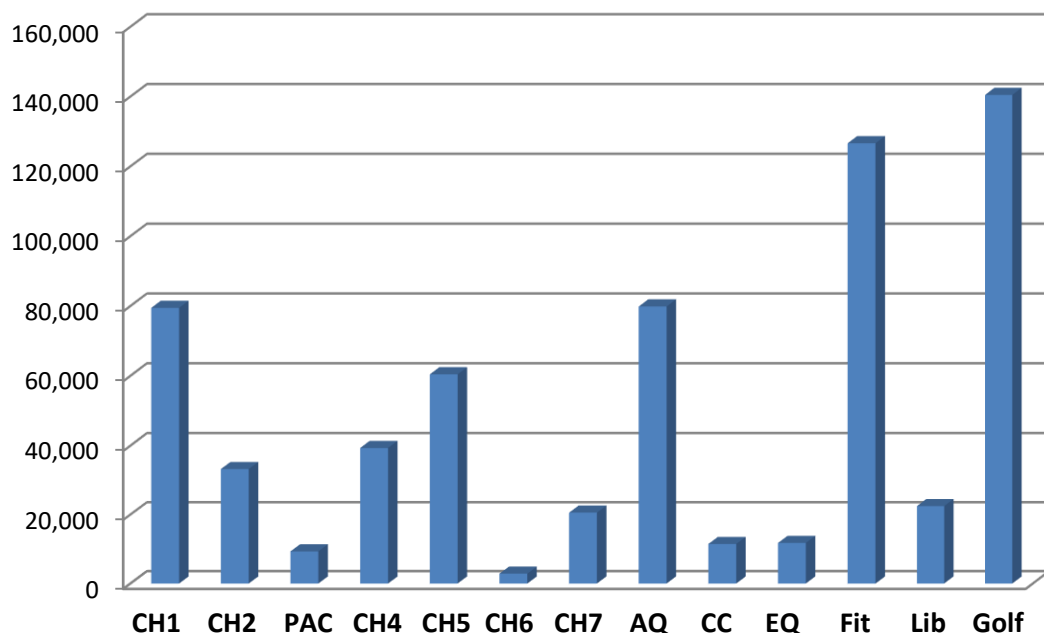


The Village Bazaar will be held on Saturday, October 22 at Clubhouse 5 beginning at 10 a.m.

## EXCITING NEWS

Laguna Woods Village artists will be showcased at the Clubhouse 4 Arts and Crafts Bonanza on Saturday, November 5 and Sunday, November 6. Please stop by for shopping, music and food!

Facility Usage (2022 YTD)



## FEATURED PROGRAM

The free Halloween Hoedown will be held at the Equestrian Center on Saturday, October 22 from 4 p.m. to 7 p.m. This year, the event will be in conjunction with the Garden Center scarecrow contest which will include trick or treating and judging by the attendees from 3 to 4:45 p.m. Bring your family out for some old fashioned Halloween fun!

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## STAFF REPORT

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**DATE:** October 13, 2022  
**FOR:** Community Activities Committee  
**SUBJECT:** Saddleback Church Club Request for Exception to Clubhouse Holiday Hours

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### **RECOMMENDATION**

Review and make a recommendation regarding the Saddleback Church Club request for an exception to Clubhouse Holiday Hours, resolution 90-20-19 (Attachment 1).

### **BACKGROUND**

The Recreation and Special Events Department oversees all recreation facilities. On May 5, 2020 GRF approved and adopted Clubhouse Holiday Hours allowing all clubhouses to remain closed on New Year's Day beginning January 2021.

### **DISCUSSION**

Saddleback Church Club is requesting to meet in Clubhouse 5 on Sunday, January 1, 2023 from 7:30 a.m. to 1 p.m. Currently, Clubhouse 5 is scheduled to be closed.

Presently, there are four Village churches who meet on Sundays in the clubhouses. When the Performing Arts Center reopens one additional church will resume meeting on Sundays.

<b>Club</b>	<b>Location</b>	<b>Hours Reserved</b>	<b>Cost of Rental</b>
Saddleback Church	CH5, Main Lounge	7:30 a.m. to 1 p.m.	\$141
Joyful Christian Church	CH1, Main Lounge	9:30 a.m. to 1:30 p.m.	\$47
Village Church	CH7, Main Lounge	8 a.m. to 2 p.m.	\$52
Center for Spiritual Living	Village Greens, Club Rooms 1, 2 and 3	10 a.m. to 1 p.m.	\$42

Full time and part time hourly staff who are scheduled to work on one of the designated VMS holidays receive holiday pay equal to 1.5 times base pay.

### **FINANCIAL ANALYSIS**

The Saddleback Church Club reservation is for five hours and 30 minutes. Setup and breakdown of the main lounge takes a total of four hours. The cost to staff Saddleback Church Club on January 1, 2023 is approximately \$412; total includes wage rate (plus holiday pay), burden rate and overhead rate. The labor (\$412) and room rental (\$141) total \$553.

**Prepared By:** Jennifer Murphy, Recreation Manager

**Reviewed By:** Alison Giglio, Interim Recreation and Special Events Director  
Steve Hormuth, Financial Services Director  
Catherine Laster, Services Manager

**ATTACHMENT(S)**

ATT 1: Recreation Request Form-Saddleback Church Club

ATT 2: Resolution 90-20-19

Attachment 1



Laguna Woods Village

**Recreation Committee Request Form**

PLEASE NOTE: THIS FORM IS NOT FOR REQUESTING RECREATION REQUESTS

Your request is important to us and will be handled accordingly. Per the policy of the Golden Rain Foundation (GRF), if your request falls outside the scope of the Recreation Department's authority, it will be forwarded to the Community Activities Committee (CAC) for review. If you are unsure whether your request falls into this category, please contact the on-site facility Supervisor or the Recreation Manager at 597-4482 in order to make that determination. CAC will then review the request and determine the proper course of action. If necessary, CAC will make a recommendation to the GRF Board of Directors for action. You will then be notified of the Committee or Board's decision. Please be patient as this process may take several months.

Print Requestor Name: \_\_\_\_\_ Date: 9/26/22

Print Individual, Club or Organization Name: Saddleback Church Club

Manor: \_\_\_\_\_ Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Request (please check one):

☒ Change/Exception to Policy ☐ Donation ☐ Staff Time Request

☐ Equipment Request ☐ Facility Request ☐ Other: \_\_\_\_\_

**Explanation:**

Please explain the circumstances of your request, include approximate cost, dates, times and locations when necessary. Please use reverse side or attach a separate sheet if necessary.

January 1, 2023 falls on a Sunday. All Clubhouses are  
closed that day. Saddleback Church Laguna Woods  
holds church services every Sunday in clubhouse 5 or  
clubhouse 2.  
Is it possible to have church in either Clubhouse  
on Sunday, January 1, 2023?

Requestor Signature: \_\_\_\_\_

Signatures of All Other Individuals/Club Presidents Affected by this Request:

Signature	Manor #	For	Undecided	Against
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(Please attach a separate sheet if more signatures are necessary)

PLEASE FORWARD COMPLETED REQUEST FORM TO:

Laguna Woods Village Recreation Department  
P.O. Box 2220, Laguna Woods, CA 92653

Attachment 2

**RESOLUTION 90-20-19**  
**CLUBHOUSE HOLIDAY HOURS**

**WHEREAS** at the March 12, 2020 Community Activities Committee (CAC) meeting, staff recommended to authorize the Recreation and Special Events Department to adjust clubhouse holiday operating hours on certain holidays beginning January 2021;

**WHEREAS** New Year's Day bookings are nonexistent with few reservations taking place on President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day and the Friday after Thanksgiving. Saddleback Emeritus classes are not in session on VMS holidays and clubhouse facilities are vacant and underutilized. With ample notice of limited hours (9 a.m. to 2 p.m.) on said holidays residents will still have the ability to fulfill any needs they may have at the facility. Limit Clubhouse 1 to the hours of 9 a.m. to 6 p.m. for the first year;

**WHEREAS** clubhouses will remain open on Thanksgiving Day, Christmas Eve and Christmas Day from 8 a.m. to 10 p.m. to accommodate the needs of resident events;

**WHEREAS** Proposed Clubhouse Holiday Hours will be as follows:

Close All Clubhouses	New Year's Day
Limit Hours 9 a.m. to 2 p.m.	President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day and Friday after Thanksgiving
No Modifications	Thanksgiving, Christmas Eve and Christmas Day

**WHEREAS** fulltime and part time hourly staff who are scheduled to work on one of the 10 designated VMS holidays receive holiday pay equal to 1.5 times base pay;

**WHEREAS** the cost to staff six facilities from 8 a.m. to 10 p.m. on a designated holiday with a part time Recreation Leader is approximately \$2,772. The proposed closure of New Year's Day and limited hours of 9 a.m. to 2 p.m. on six elected holidays would have a cost savings of \$13,464 annually;

**NOW THEREFORE BE IT RESOLVED**, May 5, 2020, that the Board of Directors of this Corporation hereby adopts approval of staff recommendation to authorize the Recreation and Special Events Department to adjust clubhouse holiday operating hours on certain holidays beginning January 2021;

**RESOLVED FURTHER**, that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to carry out this resolution.

April Initial Notification

28-day notification for member review and comment to comply with Civil Code §4360 has been satisfied

Director Garthoffner made a motion to approve a resolution for clubhouse holiday hours. The motion was seconded by Director Soule.

Discussion ensued among the directors.

Director Soule made an amendment to make holiday hours affect all clubhouses except Clubhouse 7. The motion was seconded by Director Moldow. The amendment passed without objection.

Director Horton made an amendment to change clubhouse holiday hours from 9 a.m. to 6 p.m. for the first year for Clubhouse 1. The motion was seconded by Director Fitzekam. The amendment passed without objection.

President Carpenter called for the vote on the motion as amended and the motion passed without objection.

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## **STAFF REPORT**

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**DATE:** October 13, 2022  
**FOR:** Community Activities Committee  
**SUBJECT:** Equestrian Center Operating Rules

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### **RECOMMENDATION**

Review and recommend staff recommendation of the amended Recreation and Special Events Department Equestrian Center Operating Rules (Attachment 1).

### **BACKGROUND**

The Recreation and Special Events Department oversees all recreation facilities and updates the operating rules periodically on an as needed basis. The Equestrian Center Operating Rules were last approved September 6, 2016 with resolution 90-16-43 (Attachment 2).

### **DISCUSSION**

The Equestrian Ad Hoc Committee requested to review and update the Equestrian Center policies for clarification purposes. Policy review and recommendations were received from staff and committee members to ensure safety and compliance. The proposed audits are shown as redlined in attachment 1.

The revised operating rules allows boarders and visitors to enjoy the facility safely in a supervised manner.

### **FINANCIAL ANALYSIS**

None.

**Prepared By:** Jennifer Murphy, Recreation Manager

**Reviewed By:** Alison Giglio, Interim Recreation and Special Events Director  
Catherine Laster, Services Manager

### **ATTACHMENT(S)**

ATT 1: Equestrian Center Operating Rules  
ATT 2: Resolution 90-16-43

Attachment 1

## EQUESTRIAN CENTER OPERATING RULES

The Laguna Woods Village Equestrian Center (Equestrian Center) is a private facility for Laguna Woods Village residents and their guests. Residents must show their ID card when visiting the facility.

The Equestrian Center offers a boarding program, a riding program that includes guided lessons and trail rides, an outdoor brick BBQ and a small kitchen for outdoor social events, and horse trailer storage for current boarders. All fees for boarding, riding and social events are set by the Golden Rain Foundation of Laguna Woods (GRF).

Everyone using the facility must follow these operating rules at all times. The Recreation and Special Events Department sets rules and procedures for the protection of residents, guests, staff and horses, and reserves the right to review and adjust these operating rules to accommodate community needs. These Equestrian Center operating rules supersede and replace all prior Equestrian Center operating rules and understandings, oral or written.

### GENERAL FACILITY RULES:

1. All who enter the facility must sign in.
2. Business hours are Wednesday through Sunday, ~~8:30~~ from 9 a.m. ~~until 4~~ to 3 p.m., except holidays.
3. Outside of business hours, access is restricted to staff, boarders and their guests, and authorized volunteers. No one may enter from 10 p.m. to 6:30 a.m. unless there is a horse emergency. In this instance, Security Services staff and the Equestrian Center supervisor must be notified.
4. Respect all staff, residents, boarders, guests and their property. Disrespect will not be tolerated.
5. All facility guests are encouraged to attend staff- and volunteer-guided tours Wednesday through Sunday. Visit the Equestrian Center webpage for current tour times.
6. Visitors may visit the office from 10 a.m. to 1 p.m. to request to view the GRF courtyard and arenas. Staff will provide a quick tour if possible. For a more detailed view of the facility, visitors will be asked to return for a scheduled tour time.
7. No unsupervised visits are allowed at the Equestrian Center for safety reasons. No petting of horses or feeding of horses is allowed by visitors at any time unless staff or the owner of a horse permits.
- ~~4-8.~~ Everyone who rides/handles horses at the Equestrian Center is required to have an equestrian waiver on file, which will be verified/renewed annually.
- ~~5-9.~~ Residents must accompany and register their guests at the Equestrian Center and will be required to show their ID card. In addition, the Equestrian Center supervisor must provide each guest with authorization to use the facility.
- ~~6-10.~~ Guests must be at least 10 years of age in order to ride a horse.
- ~~7-11.~~ Minors must have a waiver and a medical release signed by a parent or guardian and are required to wear boots and helmets while riding. Minors must be under adult supervision at all times while on the property.
- ~~8-12.~~ Smoking is strictly prohibited anywhere on the property.
- ~~9-13.~~ Feeding of horses is strictly prohibited unless the owner gives explicit permission.
- ~~10-14.~~ Bare feet, flip flops, sandals and inappropriate clothing are prohibited.
15. ~~Dogs~~ Leashed dogs are ~~not~~ allowed on the ~~property during business hours. Boarder~~ trails. Only boarders may bring dogs after hours, but they leashed dogs on the property. Dogs deemed a nuisance must immediately leave the property upon request.
16. Label all tack, equipment and supplies that will be stored on the property. GRF is not responsible for the theft, loss, damage or disappearance of any tack or equipment or other

property stored at the facility. Owners store all items at their own risk.

~~12.17.~~ Immediately report all incidents to the Equestrian Center supervisor and/or the Equestrian Center assistant. If the Equestrian Center supervisor or assistant are unavailable, immediately notify Security Services personnel.

18. In case of an emergency that involves evacuation of the Equestrian Center, all horses will be moved to the OC Fair & Event Center per Orange County Fire Control, or any other location as designated by

Effective: March 2022 Orange County Fire Control. The Equestrian Center serves as an evacuation center for horses in danger due to fire (i.e., Trabuco, Silverado and Mojeska canyons); Equestrian Center supervisor approval required.

19. Violations of these Equestrian Center operating rules or any other GRF rules are subject to disciplinary action by the board.

#### **BOARDING PROGRAM RULES: -**

1. Residents with a valid Laguna Woods Village ID card may lease a 12-by-12-foot box stall for their owned/leased horse and must be actively involved in the care of their horse.
  - Laguna Woods Village residents may sponsor a nonresident boarder to lease a 12-by-12-foot box stall for their owned/leased horse. Nonresident boarders must be actively involved in the care of their horse.
  - Residents are responsible for their sponsored nonresident boarders' billing, unpaid feed and/ or any damage caused by the sponsored nonresident boarder or the boarder's horse, or violations of this policy.
2. All boarders must follow all Equestrian Center operating rules and are responsible for ensuring their guests follow all rules.
  - Nonresident boarders may not invite guests to the facility without the presence of their sponsoring resident.
3. Boarding fees include the stall, one stall cleaning daily, two feedings daily, use of day turnouts on a rotation schedule, three bags of shavings per week and one tamping service per year, per stall. Stalls are chosen based on seniority.
4. All boarders must sign a ~~Horse Boarding Agreement boarder waiver, a release of liability and a contract~~ providing information about their horse, their choice of veterinarian and farrier, the desired feed for their horse, a list of contacts authorized to handle their horse and proof of liability insurance, with GRF and Village Management Services Inc. listed as additional insured. All paperwork must be complete and on file in the Equestrian Center office. Paperwork must be renewed annually or any time the owner exchanges their horse. Any horse exchanges must be approved by the Equestrian Center supervisor.
5. Each resident boarder is entitled to two stalls. If one stall is vacated for any reason (death, sale of horse, etc.) and there is a waiting list, the stall becomes available to the next person waitlisted. If there is no waitlist, the boarder may pay a dry-stall fee for up to 90 days, at which time the stall must be filled or relinquished.
6. Nonresident boarders will be entitled to one stall only and will not be asked to vacate if there is a waitlist.
7. If there is a waitlist and a stall becomes available, the first individual on the list will be contacted. If that individual accepts the stall but does not have a horse, a nonrefundable dry-stall fee will be charged, at which time the stall must be filled or relinquished. If a resident is not ready when contacted, they will be placed at the end of the waitlist.

- When there is a waitlist, resident boarders take priority over nonresident sponsored boarders.
8. Only boarders may rent trailer space at the Equestrian Center.
  9. Trailering may be scheduled with the Equestrian Center office for local transport during business hours when available. Nonemergency transport must be scheduled at least 48 hours in advance.
  10. Emergency transport to the veterinarian will be provided when qualified staff are available from 7 a.m. to 7 p.m. The Equestrian Center supervisor will determine whether a horse is safe for staff to transport. No horses at risk of going down in the trailer during transport will be hauled by Equestrian Center staff.
  11. Owners will load their own horses for transport or may ask for staff assistance only if owners are physically incapable of doing so. Horses showing dangerous behaviors will not be transported by Equestrian Center or VMS staff and will be referred to a local professional hauling company. Staff has a right to refuse hauling for any horse they believe will be dangerous to haul. Staff will provide to boarders a current list of local haulers and horse ambulances when they are not able to transport a horse. Horse owners or those leasing a horse being transported by the Equestrian Center will be responsible for any damage to the trailer caused by their horse.
  12. Only the Equestrian Center supervisor may provide facility keys to boarders and their agents.
  13. The Equestrian Center supervisor must be present when a new horse arrives and has the authority to refuse any horse for boarding that may be dangerous to the facility and other participants. Stallions are never allowed and very young horses must be assessed ahead of time by the Equestrian Center supervisor.
  14. All new horses are subject to a quarantine up to seven days. Horses without vaccines or from out of state may be subject to quarantine up to two weeks. Yearly vaccines are mandatory for all boarded horses. Horses must be dewormed twice yearly unless a veterinarian recommends otherwise.
    - Local horses with vaccines up to date will be in quarantine for three days.
    - California horses or local horses without current vaccines will be in quarantine for five days.
    - Horses from out of state with current Coggins and health certificates with current vaccine records provided will be quarantined for seven days.
    - Horses from out of state without current vaccines from areas with reported communicable disease or from rescue/auction situations will be quarantined for two weeks.
  15. Nonresident boarders are not entitled to remain if their sponsor is no longer a resident of Laguna Woods Village. Nonresident boarders must vacate the facility by the move date of their sponsor. If a new sponsor is to be added, they must apply to the supervisor for permission to continue tenancy. The supervisor will review on a case-by-case basis. Continued permission to remain on the facility is not guaranteed.
  16. Boarders are responsible for arranging veterinary and farrier services as needed and agree to be directly billed for all services. All veterinary and farrier work must be done in designated areas.
  17. In the event of a medical emergency involving a boarded horse where staff has made all reasonable attempts to contact the boarder, the owner/lessee agrees that the Equestrian Center supervisor will use his/her best professional judgment as to the veterinarian

- services required in administering care to the horse; owner/lessee agrees to be billed directly by the veterinarian for services rendered.
18. A washer and dryer are available for cleaning blankets, pads and towels. Boarders must provide their own HE-approved soap and remain on the property until washing and drying cycles are complete. Remove items immediately so others may use the washer and dryer.
  19. During hot weather, boarders may use battery-operated fans only in stall windows. Fans cannot be permanently secured and must be used according to manufacturer directions, per the fire department.
  20. Boarders are welcome to participate in staff-guided lessons and trails with their horse.

#### **STABLE YARD RULES**

1. Horses must be tied at designated areas where they cannot injure another horse or damage someone's property. Horses must never be left unattended.
2. Never touch or feed a horse other than your own (including GRF horses) without the owner's permission.
3. All horses must be kept to a walk in the stable yard unless under direction of staff. The only exception is for injury assessment when the area is clear. In this instance, horses may trot or canter on a lead line.
4. Loose horses are never allowed anywhere in the stable area.
5. When staff is mounting riders in the courtyard, other riders must wait out of the way or use mounting blocks in other areas.
6. There is a 20-minute limit on the hot walker when others are waiting.
7. Riding double is prohibited at all times.
8. There is no feeding in the turnouts.
9. Horses must be washed in the wash rack. There is a 15-minute limit when others are waiting; always keep water conservation efforts in mind.
10. Everyone must clean up after their horse in the wash rack, at the rail, in the grooming stall, in the hot walker, in the arenas and in the turnouts. Bridles, buckets or other items must be cleaned in the utility sink—not the bathroom sinks.
11. Horses must be under control of their rider or handler at all times. The Equestrian Center supervisor or the Recreation and Special Events Department has the authority to determine when a situation is unsafe.
12. Farriers must use one of three designated areas on the property and must clean up all clippings and nails.
13. Exterior gates must be secured at all times by a padlock and chain.

#### **ARENA RULES**

1. Use is prioritized as follows: 1.) Lessons, 2.) riding, 3.) lunging and 4.) loose horses/turnout. When both arenas are busy, the small arena must be shared by rotation every 15 minutes. Never leave horses unattended in either arena.
2. Lessons take priority in both arenas. Owners must ask for permission to enter/exit and/or to canter when lessons are taking place.
3. Loose horses may be turned out for up to 20 minutes if no one is using the arena. They must immediately be removed if someone wishes to ride or lunge their horse.
4. Only three horses can be turned out at a time.
5. Gates must always be secured with the chains when horses are loose/turned out.
6. Riders should be polite and considerate and try not to interfere with other riders by

following these guidelines:

- Pass on the inside when travelling in the same direction.
  - Pass left shoulder to left shoulder when travelling opposite.
7. Riders must follow staff instructions when a lesson is in progress.
  8. If problems occur, stop all horses immediately.
  9. If riders are present and you wish to lunge a horse, ask for permission and stay in your own space.
  10. No lunging is allowed in the dressage arena.
  11. If lesson equipment is moved, it must be put back in place.
  12. Appropriate gaits are walk, trot, and canter.

#### **TRAIL RULES**

1. Guided trails with staff are walking only. Riders should pay attention to their horse and the surrounding area, maintain appropriate spacing between horses, pass oncoming horses left shoulder to left shoulder and follow all staff instructions.
2. All horses should be kept to a walk when going up and down hills or through tunnels and also when other horses are in the area. Private horses may trot or canter only when the area is clear. The bridle trail gate must be locked upon entry and exit. Riders must stay on the path and not on the grass. In addition, after 2 p.m. and when the Equestrian Center is closed, the rider is responsible for picking up the horse's droppings. Riders are always required to pick up droppings on the creek side.

#### **TURNOUT RULES**

1. Twenty turnouts are provided for the use of boarders. Boarders must follow the rotation schedule and turnout rules posted by staff.
2. There is no riding in the turnouts or in narrow aisles between turnouts unless the turnouts are empty.
3. Feeding is prohibited in turnouts except under special circumstances with staff approval.

#### **FEED RULES**

1. Feed cost is not included in the boarding fee; prices may fluctuate per current market prices.
2. Staff sets feed and feeds two times daily unless the owner is feeding something other than the feed provided. In this instance, the owner is responsible for setting the feed; staff will place it in the stall. Lunch is fed for an additional charge. All supplements are the responsibility of the owner unless paying for this optional service.
3. A flake of hay is an approximation. Staff will make their best attempt to be consistent and to accommodate requests for slightly more or less depending on the needs of their horse. Amounts may fluctuate slightly daily.
4. Boarders may get loose hay from the ground at any time to give to their horse.
5. For horses with specific medical needs that require precise feedings, owners may be responsible for preparing the feed.
6. Supplemental feed must be kept in designated areas and/or in rodent-proof, approved containers to help with rodent problems.

#### **TACK ROOMS RULES**

1. Boarders are allotted space in one of six common tack rooms and must contain their tack and supplies to their own space.

2. Boarders must keep their area clean and also help keep the tack room clean.
3. Horses are not allowed in the tack rooms.
4. Any feed (horse only) must be stored properly in an approved airtight container; all preparation should be done at the sink or tables outside.
5. Lock the tack room when you leave and after you have confirmed that other occupants are not in the immediate area. Do not leave keys in the tack room; secure the door in the open position when you are inside.

#### **RIDING PROGRAM RULES**

1. All residents and guests must follow GRF policies and the Equestrian Center operating rules at all times.
2. The riding program is for boarders and their own horses as well as residents and their guests who schedule lessons on a GRF horse. Reservations are required and can be scheduled by calling the Equestrian Center office.
3. The schedule is determined by the Equestrian Center supervisor and is based on demand, staff availability, weather and protecting the welfare of the horses.
4. Riders must meet weight and age requirements: 200 pounds maximum weight, 10 years old minimum age. Riders must be free of injury or illness that might compromise their safety or the safety of staff assisting them. Riders must also be able to mount and dismount using the mounting block with very minimal staff assistance.
5. Residents must accompany their guest(s) for the first visit to show their ID card and sign the waiver. Due to the nature of this activity, residents are not required to ride with their guests.
6. Staff will assess all riders to determine their ability to safely participate and may cancel or end a lesson/trail ride if the safety of the rider, horse or staff could be compromised.
7. All lesson clients are required to wear a helmet, boots, reach the stirrups, control the horse and follow instructions.
8. Before riding on the trail, riders must demonstrate, to staff's satisfaction, their ability to handle the horse at a walk and trot while guiding the horse on a course.
9. All lessons and trail rides will be with staff instructor or guide.
10. Riders must follow the directions of staff at all times.
11. Riders must wear long pants and riding boots or other staff approved footwear. Shorts and open-toed shoes are prohibited.
12. Only staff and staff-trained volunteers may handle and feed GRF horses.

#### **VOLUNTEER PROGRAM RULES**

1. Volunteers must be at least 12 years of age.
2. Volunteers who handle horses must have attended several grooming and tacking classes, and be able to demonstrate proficiency in several basic skills as well as confidence in handling the horses.
3. Once approved by the Equestrian Center supervisor, new volunteers will be mentored by staff and by other trained volunteers.
4. Volunteers may only handle the horses during business hours and under supervision by staff, and must remain in the GRF area under staff supervision unless otherwise directed by staff.

Attachment 2

**RESOLUTION 90-16-43**

**Recreation Division Policy – Equestrian Center**

**WHEREAS**, the Golden Rain Foundation has established a Recreation Division Policy to streamline and reduce confusion regarding use of its facilities by residents; and

**WHEREAS**, the Golden Rain Foundation Board of Directors recognizes the need to update the Equestrian Center/Stables portion of the Recreation Division Policy;

**NOW THEREFORE BE IT RESOLVED**, September 6, 2016, that the Board of Directors of this Corporation hereby adopts the revisions to the Recreation Division Policy – Equestrian Center/Stables; and

**RESOLVED FURTHER**, that Resolution 90-16-16 adopted April 5, 2016 is hereby superseded and cancelled to the extent that it differs from the current policy; and

**RESOLVED FURTHER**, that the officers and agents of this Corporation are directed on behalf of the Corporation to carry out this resolution.



## **STAFF REPORT**

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**DATE:** October 13, 2022  
**FOR:** Community Activities Committee  
**SUBJECT:** Equestrian Center Horse Boarding Agreement

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### **RECOMMENDATION**

Review and recommend staff recommendation of the Horse Boarding Agreement (Attachment 1).

### **BACKGROUND**

The Recreation and Special Events Department manages the Equestrian Center's daily operation. The department's responsibilities include, but are not limited to, managing the resident boarding and riding programs, outdoor social events, horse trailer storage, horse feeding, trails and facility maintenance.

Boarders are required to sign a release, waiver of liability and indemnity agreement and complete required forms for transportation, emergency treatment, rider and helper authorization and acknowledge and agree to the GRF Equestrian Center Operating Rules. Additionally, all boarders must meet insurance requirements and provide proof.

### **DISCUSSION**

A boarding agreement is crucial for both the boarding stable and the horse owner; it sets responsibilities and governs potential liability issues and any emergencies that could arise.

Legal counsel advised GRF to develop a boarding agreement to limit liability; noting either party should be able to terminate the agreement without cause on a certain number of days' notice. Further, the agreement should allow GRF to terminate the lease agreement with cause under certain circumstances geared towards protecting the health and safety of the horses, people, and the facility. Termination should also be allowed for nonpayment.

Recommendations were received from staff and committee members to ensure safety and compliance. The presented boarding agreement addresses horse injury and death, boarder injury and death, personal property damage and loss, third-party lawsuits, termination, abandonment and unpaid fees. GRF legal counsel has reviewed and approved the Horse Boarding Agreement.

### **FINANCIAL ANALYSIS**

None.

**Prepared By:** Jennifer Murphy, Recreation Manager

**Reviewed By:** Alison Giglio, Interim Recreation and Special Events Director  
Catherine Laster, Services Manager

**ATTACHMENT(S)**

ATT 1: Horse Boarding Agreement

Attachment 1  
**HORSE BOARDING AGREEMENT**

**1. PARTIES.** This horse boarding agreement (agreement) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Golden Rain Foundation of Laguna Woods (GRF) and:

Name (Boarder) \_\_\_\_\_

Billing address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Home phone \_\_\_\_\_ Mobile phone \_\_\_\_\_

Fax \_\_\_\_\_

Work phone \_\_\_\_\_ Email \_\_\_\_\_

In case of emergency, call \_\_\_\_\_ Phone \_\_\_\_\_

**If boarder is not resident of a mutual in GRF, this agreement is also made between a sponsoring owner or resident of GRF:**

Name of sponsoring owner or resident (sponsor) \_\_\_\_\_

Billing address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Home phone \_\_\_\_\_ Mobile phone \_\_\_\_\_

Fax \_\_\_\_\_

Work phone \_\_\_\_\_ Email \_\_\_\_\_

In case of emergency, call \_\_\_\_\_ Phone \_\_\_\_\_

**2. HORSE.** This agreement relates to the boarding of the horse referenced below (horse) at GRF's Equestrian Center (Equestrian Center) with a copy of horse's registration. **If more than one horse will be boarded at the Equestrian Center, duplicate this page and complete sections 2, 3 and 4.**

Name of horse \_\_\_\_\_ Registration No. \_\_\_\_\_

Color/Description \_\_\_\_\_ Sex \_\_\_\_\_ Breed \_\_\_\_\_

Veterinarian \_\_\_\_\_ Phone \_\_\_\_\_

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

Insurance carrier \_\_\_\_\_ Insurance agent \_\_\_\_\_

Amount \_\_\_\_\_ Policy number \_\_\_\_\_ Expiration \_\_\_\_\_

Medical condition or special needs of horse, if any:

Known vices (kicking, biting, pawing, stall walking, etc.):

**1. OWNERSHIP.** Boarder (mark applicable box):

- ☐ Has full legal title to horse. Registration is in boarder's name.
- ☐ Is purchasing horse on an installment from: (complete 3.A.)
- ☐ Is leasing horse from: (complete 3A)
- ☐ Is managing horse for: (complete 3A)
- ☐ Is co-owner of horse along with: (complete 3A)
- ☐ Co-owner's name does not appear on registration.

Seller/Owner/Co-owner/Lessor \_\_\_\_\_ Phone \_\_\_\_\_

In case of emergency, call \_\_\_\_\_ Phone \_\_\_\_\_

**2. BOARDING SERVICE.** Boarder hereby contracts with GRF for boarding at the Equestrian Center as follows: Barn stall 12' x 12' board

**3. BOARDING FEES.** Boarder shall pay GRF for each day Horse is boarded in the Equestrian Center a monthly fee of \$\_\_\_\_\_ or at the rate which GRF, in its sole discretion, from time to time may hereafter set. Boarder agrees that GRF, in the exercise of its sole discretion, may increase or otherwise modify any and all fees and charges set forth in this agreement with thirty (30) days' written notice to boarder and boarder shall be liable for payment of such expenses as increased or modified.

**4. MISCELLANEOUS SERVICES, FEES, AND EXPENSES.** Boarder also shall pay or reimburse GRF promptly any fees and expenses, related to this agreement and for any interest and penalties imposed in connection to the fees.

**5. ACCEPTANCE.** This agreement is not effective until approved and executed by the Equestrian Center staff, which reserves the right to reject any horse at its sole discretion, and to return any unruly horse at boarder's expense. Boarders violating the Equestrian Center operating rules, hours or disrupting or endangering others will be required to remove their horse at their expense immediately upon written notice.

**6. BILLING TERMS.** Boarder agrees to pay in full all boarding fees on the first (1<sup>st</sup>) day of the month, either in cash, a check deposited at the box in the barn or auto-pay. All other fees and expenses due hereunder shall be due and payable upon the receipt of the statement boarder is sent for such fees and expenses. If boarder fails to object in writing to any item charged on a GRF Equestrian Center statement within fifteen (15) days from the date such statement is sent via U.S. mail or personally delivered, then it shall be conclusively agreed by boarder that such amount is fair and correct and is owed to GRF. If boarder fails to make timely payment of any amount due under this agreement, boarder shall be in breach of this agreement. Boarder agrees that time is of the essence in payment of all amounts due under this agreement and that it would be impractical to fix exact amounts of GRF's damages if boarder fails to pay promptly. Therefore, if any such amounts are not paid in full on or within thirty (30) days of the date shown on the statement, boarder agrees that GRF shall be entitled to charge a late fee of \$35 per horse, per month from the date such statement is sent via U.S. mail or personally delivered until paid.

- 7. ACCEPTANCE.** This agreement is not effective until approved and executed by the Equestrian Center staff, which reserves the right to reject any horse at its sole discretion, and to return any unruly horse at boarder's expense. Boarders violating the Equestrian Center operating rules, hours or disrupting or endangering others will be required to remove their horse at their expense immediately upon written notice.
- 8. BILLING TERMS.** Boarder agrees to pay in full all boarding fees on the first (1<sup>st</sup>) day of the month, either in cash, a check deposited at the box in the barn or auto-pay. All other fees and expenses due hereunder shall be due and payable upon the receipt of the statement boarder is sent for such fees and expenses. If boarder fails to object in writing to any item charged on a GRF Equestrian Center statement within fifteen (15) days from the date such statement is sent via U.S. mail or personally delivered, then it shall be conclusively agreed by boarder that such amount is fair and correct and is owed to GRF. If boarder fails to make timely payment of any amount due under this agreement, boarder shall be in breach of this agreement. Boarder agrees that time is of the essence in payment of all amounts due under this agreement and that it would be impractical to fix exact amounts of GRF's damages if boarder fails to pay promptly. Therefore, if any such amounts are not paid in full on or within thirty (30) days of the date shown on the statement, boarder agrees that GRF shall be entitled to charge a late fee of \$35 per horse, per month from the date such statement is sent via U.S. mail or personally delivered until paid.
- 9. SECURITY INTEREST AND LIEN.** Boarder specifically agrees that notwithstanding any other provision of this agreement, all amounts owed under this agreement shall be due and payable on or before horse will be released by the Equestrian Center. In addition to the foregoing, boarder hereby grants GRF a security interest and lien in horse as security for all payments now or hereafter owing and performance of all obligations of boarder hereunder. If boarder is not the legal owner of the horse, boarder specifically represents and warrants that the person signing this agreement is a duly authorized attorney-in-fact to execute this agreement and grant the security interest and lien granted hereby for the owner of the horse as a result of this agreement. If boarder fails to perform fully and timely any obligation under this agreement, GRF, at its option, may declare and exercise all rights in the horse as a result of this agreement allowed by this agreement and/or the California Uniform Commercial Code.

Boarder agrees that time is of the essence in connection with this agreement and agrees to pay all charges promptly as specified in paragraph 8 above. In the event boarder is 15 days or more delinquent in the payment of boarding fees or other charges and those fees or other charges are not paid within sixty (60) days after notice is delivered to boarder either by mail or personal delivery, GRF is authorized to sell said horse and/or all of boarder's property located at the Equestrian Center at public or private sale, pay all charges then pending against said horse, and pay all expenses of sale. The balance remaining, if any, shall be paid by GRF to boarder or boarder's authorized representative.

Boarder agrees to notify the Equestrian Center if any other individual or entity currently, or at any time after signing this agreement, obtains a lien against any portion of the value of the horse.

Boarder acknowledges that he/she has read and understands the following state law which, in conjunction with California Civil Code sections 3080.2 through 3080.22, permits GRF to proceed in a judicial action to seize and sell the horse for any unpaid balances.

**California Civil Code 3080.01**

**"A livestock servicer shall have a general lien upon the livestock in its possession to secure the performance of all obligations of the owner of the livestock to the livestock servicer."**

If the proceeds of a sale are less than the amount due, boarder agrees that GRF may proceed against boarder under legal collection processes to obtain any amounts outstanding.

**9. ASSUMPTION OF THE RISK.** Boarder hereby acknowledge(s) that there are inherent dangerous risks associated with being around horses, horse stables and working with horses. A horse may behave in a manner that results in damage to property and/or serious bodily injury, including but not limited to, broken bones, head injuries, trauma, pain and suffering or death (Harm or HARM), to the person handling, riding or even being nearby the horse and to other people and their horses and other property. Risks associated with activities involving horses include, but are not limited to, property damage, serious bodily injury or even death caused by horses bucking, rearing, biting, stumbling, falling, trampling, scratching or striking. Boarder acknowledges that any horse may act unpredictably and dangerously, including, but not limited to, as a result of sudden movement, loud noise, unfamiliar environment, weather conditions, slippery, hard or uneven footing, or the introduction of unfamiliar persons, animals or objects or may react in a dangerous manner when the horse seeks to flee or defend itself based on its natural instincts, when a collision occurs with an object or another animal, or when a person fails to exercise reasonable care around the horse. Boarder hereby agrees to assume all such risks in consideration for being allowed to ride or board at the Equestrian Center.

**10. HEALTH REQUIREMENT, VACCINATIONS, AND VETERINARY CARE.**

- a. Boarder warrants that horse is free from all contagious or infectious diseases upon delivery to the Equestrian Center.
- b. On or prior to arrival of horse at the Equestrian Center, boarder shall have the horse vaccinated and tested for and shall provide a record of the horse's vaccination and testing within the last ninety (90) days for strangles, equine influenza, tetanus toxoid, encephalomyelitis, rhino pneumonitis, sleeping sickness and a negative Coggins test (if required by the state of California).
- c. Boarder shall provide to the Equestrian Center on or before the time horse is delivered a fully completed horse information sheet in the form attached.
- d. Should the horse arrive at the Equestrian Center without such vaccinations and Coggins test as required above, the Equestrian Center may, at its option refuse to accept horse or provide the vaccinations and Coggins test at boarder's expense. All vaccinations and worming's will be administered thereafter at prescribed intervals by the horse owner's veterinarian or the Horse's owner.
- e. Boarder hereby authorizes the Equestrian Center to provide or arrange for, at boarder's sole expense, all veterinarian services or treatments to horse that the Equestrian Center reasonably believes to be necessary.
- f. If at any time while horse is at the Equestrian Center, it is determined that horse has a contagious or infectious disease or for any other medical reason, horse will be placed in isolation based on vet recommendation. The Equestrian Center shall give boarder notice of such condition and shall have the right to have horse removed from the Equestrian Center immediately at boarder's sole expense.
- g. The Equestrian Center shall have the right to require that horse receive, at boarder's sole expense, a veterinarian's certificate of health prior to horse's release from isolation.
- h. Horses must be kept in clean and sanitary conditions for the duration of boarding as determined by the Equestrian Center supervisor. Bedding must be adequate for the horse to comfortably lay down (minimum of two inches). The Equestrian Center reserves the right to add additional bedding at boarder's expense.

**11. SAFETY PRECAUTIONS.** Equestrian Center staff shall be responsible for safety precautions, efficiency and programs in connection with the performance of services and to determine safe procedures, protect facilities and equipment. GRF's security staff shall be notified and investigate all hazards, unsafe conditions and accidents brought to its attention, documented and reported to GRF in a timely manner. Any member of GRF's Board of Directors may inspect conditions and bring any hazards or unsafe conditions to the Board's attention for immediate and appropriate action, either temporarily or permanently.

**12. TRANSPORTATION AND RELEASE OF HORSE.**

- a. Boarder shall provide the Equestrian Center with at least twenty-four (24) hours' notice of intent to pick-up horse for an overnight stay or extended leave. Boarder shall provide the Equestrian Center with written authorization to release horse to any third-party transporter and the Equestrian Center shall have no obligation to release horse without such written authorization. Upon commencement of the loading of Horse by a third-party transporter or boarder, boarder assumes full responsibility and liability for the health, soundness, transportation and care of horse.
- b. Boarder hereby authorizes the Equestrian Center during the time horse is boarded the Equestrian Center pursuant to this agreement to transport, or to select a third-party to transport horse to a veterinary medical facility in the event of an emergency. Boarder agrees to pay for any such transportation.

**13. INSURANCE.** Boarder warrants that horse, while located at the Equestrian Center, is covered by full mortality and theft insurance in an amount at least equal to the full value which boarder places on said horse. Prior to boarding horse at the Equestrian Center, boarder agrees to provide the Equestrian Center with a certificate of insurance evidencing that this insurance requirement has been satisfied and with copies of its insurance policy or policies on the horse. Boarder may elect to be self-insured and assumes all responsibility for loss and liability, including, without limitation, mortality. Upon request, boarder must provide GRF with documentation to prove that boarder has the financial resources to self-insure for the value of the horse. Boarder should contact their insurance agent with regard to these and other coverages available.

**14. INDEMNIFICATION AND HOLD HARMLESS.** Boarder shall indemnify, defend and save harmless GRF, its employees, principals, agents, veterinarians, attorneys, accountants, farriers, successors, assigns, and any of them, of and from; (i) any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind and nature whatsoever, known or unknown, arising out of or in any manner connected with any damage or injury to any third person or persons or to the property of any third person caused or allegedly by horse while it is in the care and custody of GRF, its employees, principals, agents, veterinarians, attorneys, accountants, farriers, successors, assigns, or any of them; and (ii) any and all claims, demands, causes of action, damages, costs, expenses, loss, liabilities, in law or in equity, of every kind and nature whatsoever, known or unknown, arising, out of or in any manner connected with the horse, including without limitation, death or injury of such horse, which is caused or alleged to be caused by the acts or omissions of GRF, its employees, principals, agents, veterinarians, attorneys, accountants, farriers, successors, assigns, or any of them. At boarder's own cost, expense, and risk, boarder shall (a) defend any and all suits, arbitrations or other proceedings that may be brought or instituted by third persons or by the legal owner of the horse (where boarder is not the legal owner) against GRF, its employees, principals, agents, veterinarians, attorneys, accountants, farriers, successors, assigns, or any of them, in connection with any of the foregoing incidents specified in sub-paragraphs (i) through (ii), above; and (b) shall indemnify and reimburse said parties for any and all costs or expenses incurred in enforcing the indemnity granted in this section. GRF, its employees, principals, agents, veterinarians, attorneys, accountants, farriers, successors, assigns, or any of them shall have the right to select its own counsel to defend any claim within the scope of this section at boarder's expense. In recognition that the services of the Equestrian Center hereunder will be performed by GRF upon ranch facilities owned by third parties (under appropriate contractual arrangements), boarder shall further indemnify, defend and save harmless the owner of the ranch facilities its employees, principals, agents, successors, assigns, or any of them (collectively, indemnified party/parties), from and against any of the incidents specified in sub-paragraphs (i) through (ii), above, and to defend each indemnified party and indemnify each indemnified party to the same extent specified in sub-paragraphs (a) through (b) above.

**15. MEDIATION.** If any dispute arises out of or related to this agreement, or breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation before having recourse to a judicial forum. The parties agree to act in good faith and reasonably cooperate with each other in selecting a mediator. No written or oral representation made during the course of any mediation shall be deemed a party admission. Any dispute arising out of this contract shall be resolved in Orange County, California.

Tolling of the statute of limitations. The parties agree that any applicable statute of limitations shall be tolled during the pendency of any mediation proceedings, which tolling will begin as of the date a demand for mediation is delivered by one party to the other party.

#### **16. TERMINATION OF THIS AGREEMENT**

- a. Termination by GRF. Boarder may be asked to leave at any time for safety, finance, or other justifiable reasons by the Equestrian Center supervisor. Boarder will be given a written notice to remove their horse(s) within thirty (30) days from the date of the notice authorized by the Equestrian Center supervisor, the Recreation and Special Events Department and GRF. Upon receiving notice of termination, boarder is limited to facility access during business hours and may not purchase or use additional services. No guests of a terminated boarder will be allowed on site during the eviction process; except to assist with removal of horse and personal property. In the event that the effective date of termination of this agreement occurs after the first day of the month, any prepaid boarding fees shall be prorated and refunded to boarder once the horse has permanently left the facility.
  - Any horse or equipment left beyond the date listed on the termination notice will incur a penalty fee of \$\_\_\_\_\_ for each day that the horse or equipment remains.
  - Only installed stall mats may be left on premises if special permission is given by the Equestrian Center supervisor. The stall mats will be allowed to be used by the next boarder to occupy the stall.
  - Any boarder who is past the termination date must be accompanied by Equestrian Center staff or GRF Security Services staff when entering the Equestrian Center and may not use the arenas, hot walker or any other Equestrian Center amenities at any time.
  - Any boarder past their termination date will only be allowed basic care and standard boarding. No care services, extra shavings, extra hay, training or helpers handling the horse will be allowed.
  - There is no appeal process available for termination. Any questions or concerns should be discussed with the Equestrian Center supervisor and/or GRF's Recreation and Special Events Department.
- b. Termination by boarder. In the event that boarder desires to terminate this agreement, boarder agrees that he or she shall give at least thirty (30) days written notice of such termination to GRF, and to remove boarder's horse(s) and vacate the Equestrian Center on or before the effective date of such termination. In the event that the effective date of termination occurs after the first day of the month, the boarding fees for the final month shall be prorated, provided thirty (30) days' advance written notice has been delivered to GRF. No refund will be provided for unused access fees for that month.
- c. When boarding is terminated by boarder. If the boarder is not an owner or resident, then boarder must provide the owner or resident with a copy of the written notice of termination. This notice will provide the final date that the horse and associated equipment must vacate the Equestrian Center. The notice is not required to list the cause of termination.

**17. WAIVER, AMENDMENT OR MODIFICATION.** No provisions of this agreement shall be deemed waived, amended or modified by either party unless such waiver, amendment modification is in writing and signed by the party against whom the enforcement of such waiver, amendment or modification is sought. The failure of GRF and the Equestrian Center to enforce any of the provisions of this agreement shall not be constructed as a waiver of such provision or of the right of GRF and the Equestrian Center thereafter to enforce such provisions.

**18. NOTICE.** In the event any notice is to be given under the terms of this agreement, or if any party hereto desires to give notice to any other party of this agreement, such notice shall be in writing, and may be personally delivered or sent by certified mail, return receipt requested, to the addresses shown above. If such notice is delivered personally, it shall be effective upon such delivery; if mailed, it shall be deemed delivered and effective within forty-eight (48) hours after having been deposited in a United States post office.



- 19. ENTIRE AGREEMENT.** The terms of this agreement are intended by the parties as a final expression of their agreement with respect to such terms are included in this agreement and may not be contradicted by evidence of any prior or contemporaneous agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms and that no extrinsic whatsoever may be introduced in any judicial proceeding, if any, involving this agreement. No agreement shall be deemed to exist or to bind any of the parties hereto unless such representation, warranty, condition, understanding or agreement is reduced to writing and mutually agreed to by the parties hereto and expressly incorporated herein.
- 20. ATTORNEY'S FEES.** In the event that any suit, arbitration or action may be brought or instituted by the parties hereto, for any purpose under or in connection with this agreement, the prevailing party shall be entitled to receive from the losing party all costs of suit, including reasonable attorney's fees and costs. In the event that GRF engages the services of any attorney to enforce any provision of this agreement, and GRF is successful in so enforcing this agreement, boarder shall pay GRF the reasonable attorney's fees and expenses incurred by GRF for such enforcement, whether or not a lawsuit is brought.
- 21. GOVERNING LAW, JURISDICTION AND VENUE.** This agreement shall be governed by and be constructed in accordance with the laws of the State of California. The parties agree that in the event any legal action or other legal proceeding is instituted, notwithstanding the requirements for mediation of all controversies and disputes provided herein, the Superior Court of Orange Country, California, will be the exclusive legal forum for the resolution of any dispute which may arise out of or be in any manner connected with this agreement, and the parties hereto hereby submit to the exclusive jurisdiction and venue of the Superior Court of Orange Country, California.
- 22. SUCCESSORS AND ASSIGNS.** This agreement shall in all respects bind and inure to the heirs, executors, administrators, successors and assigns of the parties. Boarder, however, shall not have the right to assign any rights or delegate any duties under this agreement without the prior written consent of GRF.
- 23. PHOTOGRAPHER'S RELEASE AGREEMENT.** I permit the use of activity/event photography and/or video of myself for GRF's marketing and promotion.
- 24. COUNTERPARTS AND ELECTRONIC SIGNATURES.** This agreement may be executed in counterparts, each of which, when all parties hereto have signed this agreement, shall be deemed an original. The counterparts of the agreement may be executed and delivered by electronic means by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by electronic means as if the original had been received.

**IN WITNESS WHEREOF,** the parties hereto executed this agreement as of the date first above written.

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Golden Rain Foundation of Laguna Woods

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Boarder/Member

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Boarder/Nonmember