

Nellie Gail Ranch Owners Association
Equestrian Center Professional Service Provider Policy
Adopted January 17, 2017

Recitals

Whereas, in accordance with Article VIII Section 1(a) of the By-Laws "The Board of Directors shall have the power to adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon..."

Resolution

It is hereby resolved by the Board of Directors for the Nellie Gail Ranch Owners Association (the Association) that all Equestrian Center Professional Service Providers (Professional Service Providers) as defined herein must be granted a Permit by the Association prior to rendering any services at the Nellie Gail Equestrian Center. Permitted Professional Service Providers must meet all requirements for Professional Service Providers as described below.

Permits shall be granted for four types of equestrian professionals: **Trainer, Instructor, Clinician, and Caregiver**. Permits for Trainers and Instructors shall be granted at the reasonable discretion of the Nellie Gail Ranch Owners Association Board of Directors, and only after the appropriate application has been completed and submitted to the Equestrian Center Manager for review. Permits for Clinicians and Caregivers may be issued directly by the Equestrian Center Manager who shall be responsible for record keeping and scheduling of Equestrian Center facilities as appropriate.

Any prior License granted to a Professional Service Provider shall automatically convert to a Permit upon adoption of this policy.

Unpermitted Professional Service Providers shall not perform services at the Nellie Gail Equestrian Center (Equestrian Center). This does not preclude homeowner members of the Association from hiring anyone they wish to conduct services at the Nellie Gail community arenas and round pens outside of the Equestrian Center.

Definitions

For the purpose of this policy an Equestrian Center Professional Service Provider (Service Provider) is defined as a **Trainer, Instructor, Clinician, or Caregiver** as follows:

Trainers are defined as equestrian professionals who provide equine training and care services which may include: training of horses, instruction to riders, grooming and care services, and other services related to the management of horse and rider. The scope of services is to be determined between the Service Provider and the horse owner or student as appropriate. In addition to the above, **Trainers** may be granted exclusivity within their professional discipline unless such approval is in conflict with an existing Permit, License or Contract. Only one **Trainer** within a professional discipline will be granted a Permit at any given time unless the original permitted **Trainer** has given written consent to the addition of other **Trainers** within the same professional discipline.

Instructors are equestrian professionals who provide equine training and care services which may include: instruction of riders, riding of horses, and grooming and care services. The scope of services is to be determined between the Service Provider and the horse owner or student as appropriate. **Instructors** shall not employ assistants to conduct lessons or ride client's horses. **Instructors** shall not be granted exclusivity within their professional discipline. The Association reserves the right to approve multiple **Instructors** within a professional discipline unless such approval is in conflict with an existing License, Permit or Contract.

Clinicians are equestrian professionals who may conduct clinics at the Equestrian Center from time to time, but for no longer than five consecutive days.

Caregivers are providers of equine care which may include various care services such as grooming, tacking, bathing, clipping, blanketing, exercising and other activities intended to meet the basic care needs of a given horse or horses. The scope of care is to be determined between the horse owner and the **Caregiver**, however Equine **Caregivers** shall NOT conduct any training of horses or instruction of riders.

General Requirements for All Equestrian Center Professional Service Providers

Compliance with Rules and Regulations

A Permit will be granted based on a need for the services offered and will not be given if in conflict with an existing License, Permit, or other Contract. Service Providers and all Service Providers' assistants, employees, and agents shall at all times comply with all applicable laws, ordinances, rules, regulations or lawful orders of the Nellie Gail Ranch Owners Association, its officers, directors, managers, employees and agents, and any other entity having lawful jurisdiction over the facilities or the activities conducted at the Nellie Gail Ranch Equestrian Center.

Safety and Conduct

All Service Providers and their employees, assistants, and agents must abide by all Equestrian Center safety guidelines and follow standard equestrian safety practices at all times. Service Providers must always hold the welfare of the horse as paramount in the performance of their duties and any animal mistreatment will result in immediate termination of Service Provider's Permit. While at the Equestrian Center all Service Providers are expected to conduct themselves in accordance with prevailing standards of civility and professionalism.

Release of Liability

Service Provider, Service Provider's employees, assistants, agents and clients must sign the Nellie Gail Ranch Equestrian Center Release of Liability consent form prior to any activity involving horses conducted on the property. All signed Release of Liability consent forms must be submitted to the Equestrian Center Manager.

Liability Insurance

With the exception of Caregivers, all Service Providers must maintain a policy or policies of comprehensive general liability insurance covering bodily injury, property damage, personal liability, and complete operation coverage in an amount not less than \$1,000,000 per occurrence

and \$1,000,000 in the aggregate to cover all activities of Service Provider, Service Provider's employees, assistants or agents while using the facilities or conducting business. This amount may be adjusted as industry standards change. Except for Caregivers, all Service Providers must provide a Certificate of Insurance naming the Association, its officers, directors, employees and agents as an additional insured to said policy or policies. Service Provider must also provide similar proof of insurance at least annually and immediately upon any change, renewal or replacement of such policy or policies, or at any other time upon demand by the Association.

Workers Compensation Insurance

If needed, Service Provider agrees to provide workers' compensation insurance for all Service Provider's employees in accordance with all State of California Workers' Compensation laws. Service Provider agrees to hold harmless, defend, and indemnify the Association against any and all claims made by Service Provider's employees. When applicable, the Service Provider must provide the Association with written proof of workers' compensation insurance and update this proof as needed upon any change, renewal, or replacement, or at any other time upon demand by the Association. If a Service Provider hires employees the Service Provider must notify the Association in writing and provide proof of workers' compensation insurance, when applicable, prior to the beginning of work.

Specific Requirements for Equestrian Center Professional Service Providers

Trainers and Instructors

In order to receive a Trainer Permit or Instructor Permit at the Equestrian Center an applicant must possess the appropriate credentials in their professional discipline or demonstrate verifiable and comprehensive knowledge in the field of riding instruction and horse training. A completed application must be submitted to the Equestrian Center Manager for review and shall include the following:

- a. Type of Permit being sought (Trainer or Instructor)
- b. Complete resume of applicant
- c. References from past employers, trainers, show managers in the field, and/or other reputable sources
- d. Copies of any certifications, awards or competition results to be considered
- e. Proof of Liability Insurance coverage and Workers Compensation Insurance (if applicable)
- f. Letter of request from a Nellie Gail Homeowner or current Boarder at the Equestrian Center who wishes to use the services of the applicant

After review, the Equestrian Center Manager shall submit the Permit application and supporting documents to the Association Board of Directors for consideration.

Clinicians

Clinicians will be considered for a permit based on the request of a Trainer, Instructor, Boarder, Nellie Gail Homeowner or Equestrian Center personnel, as well as the availability of the requested arena or other Equestrian Center facility. Clinicians do not need to be approved by the Association Board of Directors, but must apply directly to the Equestrian Center Manager for a Clinician Permit before a clinic may be conducted at the Equestrian Center. All clinicians must submit to the

Equestrian Center Manager a signed Release of Liability, proof of Liability Insurance, and proof of any required workers' compensation insurance before the start date of any clinic. A Clinician Permit will not be granted if it is in conflict with an existing contract or Trainer Permit where exclusivity has been granted unless the written consent of the previously permitted Trainer has been received by the Equestrian Center Manager.

Caregivers

Caregivers engaged by boarders at the Equestrian Center must sign the Nellie Gail Ranch Equestrian Center Release of Liability consent form and apply to the Equestrian Center Manager for a Caregiver Permit prior to any services being performed. Horse owner and/or boarder remain responsible for the conduct of any caregiver they choose to engage. Furthermore, all Caregivers working at the Equestrian Center are strongly encouraged to maintain liability insurance and to discuss issues of risk and liability with the horse owner or boarder who engages the Caregiver.

Fees

The Association reserves the right to set, modify, waive or negotiate specific fees for any Service Provider as it deems necessary and appropriate. All fees are due on the first of each month for the month following. Fees not paid by the 15th of each month shall incur a 10% late fee charged on the outstanding balance every month until paid in full. Non-payment of fees may be cause for termination of the Service Provider's Permit.