# BARBERS POINT RIDING CLUB STABLE / HOUSE RULES

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## TABLE OF CONTENTS Barbers Point Riding Club, Inc. Stable / House Rules

I	General Rules	4
II	Membership	8
III	Workday	15
IV	Dues, Fees, And Services	15
V	Control and Treatment of Horses	17
VI	Paddocks	19
VII	Liability	22
VIII	Meetings	23
IX	Amendments to the Stable / House Rules	24
X	Chain of Command	24
XI	Grading System	25
XII	Social Media Policy	25

### BARBERS POINT RIDING CLUB INTRODUCTION

#### Aloha!

Welcome to the Barbers Point Riding Club (BPRC)!! We operate Historic Barbers Point Stables which has been in existence since at least 1960 and is located on the former NAS Barbers Point and within the WWII Revetment District of the former MCAS Ewa.

BPRC is an independent private organization that is a non-federal entity, self-governed, and self-sustained by its membership. Our club operates on Navy land and in accordance with Navy regulations and guidelines. We were established in 1985, and became incorporated in 1993.

The attached "Stable / House Rules" have been developed in an effort to best serve our organization, our members, our animals, and the historic facility that we steward. Our Stable / House Rules may be augmented, at any time, with the approval of the BPRC Board of Directors.

Please take the time to familiarize yourself (and your family) with our rules and the spirit and intent for which they were written. We expect everyone to be courteous and to do your best to work towards solutions for any challenges that may arise.

As members, you agreed to abide by our Stable / House Rules when you prepared, completed, and signed our BRPC Member Application.

Mahalo! Board of Directors Barbers Point Riding Club, INC May 18, 2024

#### I. GENERAL RULES

Barbers Point Riding Club, Inc (BPRC) is a non-profit 501 C-7 organization. BRPC is governed by a Board of Directors (hereafter known as the Board) who is tasked with the administration of the club.

The following are the basic rules of BPRC. They have been formulated for the safety of members and animals, and for the enjoyment of members. Waivers will be considered for special circumstances, however, to obtain a waiver to any rule, a member must present a written request to the Board. Waivers will be considered on a case-by-case basis.

- A. Everyone on stable premises (members, employees, and visitors) is to be treated with courtesy and civility. Verbal and physical abuse will be grounds for termination of membership and employment. Verbal abuse shall include cursing and threats of bodily harm. Incidents of verbal or physical abuse must be documented and investigated as a grievance before the Board takes action. (See paragraph XI.C.)
- B. All issues, concerns and problems that may arise with respect to compliance with BPRC House Rules of Bylaws shall be referred directly to the Board for resolution when conferring with the offender is not effective.
- C. The authority of the members of the Board is limited to the scope of their positions. Outside the scope of their specific position, Board Members have no authority above and beyond that of a member.
- D. Organizations may be permitted to use the club's property and facilities with the approval of the Board when no conflict occurs. BPRC's arena fees will be determined by the Board on a case by case basis. The Board must receive requests no later than 30 days in advance of requested dates.
- E. Members will be held responsible and accountable for the actions and safety of children and guests. Children under the age of 13 must be supervised by an adult (age 18 or older) when on the premises. Children under the age of six must be accompanied by a parent or an adult at all times. Golf carts shall only be operated by individuals with valid driver's licenses. Golf carts may carry up to two adults or one adult and two children riding on the inside seat. Golf carts shall not be operated with anyone hanging on to or standing on the outside of the golf cart or a device pulled by the cart. Consequences of any infraction of this rule will be addressed according to the severity of the violation. If an act were committed by a minor that would endanger any equine or human life, the Board will consider, and may, terminated the parent's or adult supervisor's membership. Before a member is penalized, a formal letter of notification of violation will be provided to both the Grievance Chair and the

member, and an investigation will be conducted. In any case, penalties may be imposed if it is proven that the child knowingly, intentionally, negligently, and recklessly committed a crime. Punishment will be dealt with on a case-by-case basis. The Board will consider monetary fines and/or restitution as an alternative to suspension on minor infractions. The Board will be responsible to enforce and assess any penalty according to BPRC rules. The Grievance Chair will maintain records of all reported offenses and actions against any member.

- F. In accordance with the base regulations, dogs must be leashed and restrained at all times. Housing of individually owned pets/livestock may be permitted; however, members must make written requests to the Board first. No more than two caged animals will be permitted per full membership. No breeding of these animals is allowed. Members are responsible for the care, feeding and cleaning of all individually owned animals.
- G. Water conservation is mandatory. The Board may impose water conservation standards as needed or as directed by JBPHH. Early morning and late evening watering are encouraged. Thirty minutes per area per day is recommended to avoid waste.
- H. Garbage must be placed in proper receptacles. Trash cans, dumpster and EWA Refuse Center are available options. Dumping on Kalaeloa is prohibited. Since the BRPC dumpster is sufficient for daily BPRC trash only, members are responsible for disposal of large amounts of trash at locations other than the BPRC dumpster. Bulk trash from stalls shall be taken to the BPRC dumpster and not placed in the trash cans that are provided for general use.
- I. All riders under the age of 18 must wear helmets with chin straps at all times. All riders are required to wear helmets while jumping.
- J. Arrangements for using poles, jumping equipment, barrels, etc., will be made with Board or staff. Removal shall include proper storage of the items as found. Set up and removal of such equipment will be the responsibility of those members using the equipment. Set up times will be coordinated based on the arena care schedule. Also, arena courtesy will be practiced at all times (i.e., prior to running barrels or jumping, etc., riders must obtain consent of other riders in the arena). Repeated failure to abide by this rule will result in denial of permission to place equipment in the arena.
- K. Individual stalls may be altered following approval of written requests (to include diagrams) to the Board. Stall improvements, which are considered permanent or built with club materials, may not be relocated. Tack sheds built at a member's expense may be moved, sold, or given away by the member. Roofing materials added to permanent structures may not be moved, sold, or given away. Stall altering permits expire six months after issue. Due

to the condition of our electrical system, no alterations to the electricity of individual stalls are permitted.

- L. The speed limit in the common areas and the perimeter roads shall not exceed 5 m.p.h. The speed limit on the Golf Course Road is 20 m.p.h. Marked stalls by front arena are designated for visitor parking. Members may park vehicles near their stalls in a manor that does not obstruct the roadways. There is no parking allowed in front of stalls on Gambier Bay Road (first road from entrance on eastern side of stables).
- M. Horse trailers are to be stored in designated areas. Trailer owners must request in writing a trailer storage area. Trailers stored at BPRC shall have current registration and inspection.
- N. Jumping, sitting, standing or climbing on fences are not allowed.
- O. The commission of theft, use of illegal drugs or firearms (including pellet and BB guns) within the facility will result in termination of membership and eviction from premises. There will be no exception to this policy.
- P. Individual stalls are off-limits to non-occupants without permission of the club member assigned to the stall. Non-members are not allowed in stalls unless the horse owner (Full Member) or shareboarder (Associate Member) is present, or a valid Temporary Agent agreement covering the non-member has been approved by the Board.
- Q. Regardless of the number of horses, arena turnout is limited to 10 minutes once a member requests the user to relinquish the arena for their use. No person or horses are permitted in the arena during turnout except the owner (or designated handler, lessee or shareboarder) of the turned out horse(s). Horses of different owners may be turned out together by mutual consent of adult owners, handlers, lessee or shareboarders who are present during the turnout. No person may ride his/her horse in the arena when a horse is turned out, except for nursing mares. Members must remain on BPRC property to supervise while horses are being turned out.
- R. Camping for a reasonable amount of time is permitted at BPRC, provided an adult age 18 or older is present during the entire camping period. Members desiring this privilege must: 1) submit a written request to the Board, and 2) check in with the Board at the start of the camping period. Noise must be kept to a minimum. Camping with a sick horse does not require a written request; however, the Board must be informed.
- S. Each member is encouraged to have their own first-aid kit.

- T. Requests for the personal use of common club bunkers for storage of bedding material, trailers, etc., must be made in writing to the Board. Stall inspection criteria and penalties also apply to storage bunkers. No flammable materials or hazardous waste may be stored in bunkers.
- U. Smoking when riding on the trails is prohibited. Smoking is also prohibited in all areas where flammable materials are stored, on the trail courses, and any other area so designated by the Board.
- V. Alcohol abuse will not be tolerated at the stable. Abuse is defined as alcohol consumption to the point of intoxication, disruptive behavior or unsafe conduct. Any member who knowingly provides alcoholic beverages, drugs, or any illicit substance to any club member or guest under the age of 21 will have his/her membership terminated. Any member, who knowingly uses, possesses or distributes illicit substances or drugs on the premises will have his/her membership terminated. Any juvenile consuming alcoholic beverages or using illicit substances shall be barred from club premises. No alcoholic beverages shall be stored in the community refrigerator, which is located in the barn.
- W. Members are responsible for providing and preparing feed. If feed is not provided, the Board will assess a fine per horse per feeding. In order to prevent horses from getting into stored feed; the feed must be placed in containers that are completely secured.
- X. A Board member along with the Paddock Committee will conduct safety and appearance inspections of all paddocks periodically. The Navy, the fire department, the military veterinary department, environmental specialists, the Region facilities/environment/safety staff, etc., may conduct other inspections. Corrections of deficiencies indicated in the inspection report will be made within the time frame specified in the report. Deficiencies not corrected within that timeframe must be justified in writing to the Board. Refusal to comply with inspections is a breach of contract and grounds for termination. The Board may adopt a system of penalties based on the severity of the deficiencies.
- Y. BPRC equipment (tractors, chainsaws, etc.) is only to be used by the staff or for approved projects.
- Z. BPRC members are prohibited from using BPRC funds to purchase items for individual use.
- AA. Members must understand that the BPRC has no control of the golf course gate closures. If the Feeder has to feed a member's horse(s) with the club's hay, a fine will be added to the member's monthly bill.

BB. Sanctioned BPRC fund-raising event(s), to be held upon recommendation of the Board, are mandatory for all members. Failure to participate will result in an assessment as determined by the Board. Members who are working or are off island for travel planned prior to the fund-raising event will notify the Board as soon as they are aware of the need to miss the fund-raising event. Members who have non-work related activities during the fund-raising event may provide substitutes. Substitution must be approved by the Event Coordinator at least two weeks prior to the fund raising event. All substitutes must be at least 18 years of age and have a job assigned in advance.

CC. Members wishing to use the club's common areas (i.e., arenas, barn, and grass area between the arenas) for birthday parties, anniversary parties, school outings, get-togethers, family picnics, boy and girl scouts, etc., must submit a written request to the Board of Directors indicating the event date, start and end times, and estimated number of guests. A two-week advance notice is required for written request. Once approved, and announcement will be emailed informing other club members of common area usage. All participants must sign a Release of Liability form. There is a cleaning deposit fee, as the requesting member is responsible for cleaning up immediately following the event.

#### II. MEMBERSHIP

A. Membership is open to active duty and retired military, active and retired Department of Defense (DOD) personnel, active and retired reservists, civilians, and their qualified dependents. U.S. Navy regulations will be used to define the term "dependent." When members have a requirement to change their membership status from one category to another (i.e., active duty to civilian) they must meet all BPRC House Rules and Bylaws. Issues such as seniority, if not clear cut, shall be referred to the Board for final resolution. All applications for membership will be reviewed at Board meetings. Applicants may attend the meeting; otherwise, applicants will be notified following the meeting.

<u>U.S. Navy</u>: The term "dependent" is defined in U.S. Code, Title 10, Chapter 55, Sec. 1072 (Definitions), paragraph (2), which defines who qualifies as a "uniformed services dependent." (A copy of Title 10, Chapter 55, Sec. 1072 is on file with the BPRC Secretary.) Accordingly, the following qualifies as a dependent of a member or retired member of uniformed service: the spouse, the unremarried widow, the unremarried widower, a child who--has not attained the age of 21 or has not attained the age of 23 and is enrolled in a full-time course of study, and meets other requirements of Sec 1072. A person who is the unremarried former spouse of a member who performed at least 20 years of service, and certain other cases as defined in Sec 1072.

B. Each year all members will be required to verify their membership status and that of their dependents. A picture I.D., completion of membership contract, and proof of insurance shall

be required. Those members failing to validate their military/DOD status may be required to change membership status to civilian or be terminated if no civilian membership positions are available.

C. BPRC members are required to maintain personal liability insurance in the amount of at least on hundred thousand dollars (\$100,000). Members will be required to verify that they have proper insurance at any time deemed appropriate by the Board.

D. Effective January 1, 2006, all persons desiring full membership will be placed on a probationary status for six months before enjoying the benefits of membership. After six months, the Board will evaluate the prospective member's compliance with the rules and objectives set forth in these House Rules. In addition to meeting all requirements and duties of membership, prospective members: (1) may not have a shareboarder; (2) encouraged to volunteer for fund-raising events or to serve on a committee to learn about the operations and management of BPRC. If after six months the prospective member's application is denied, this action will not be considered a termination of membership but rather a failure to satisfactorily complete the objectives in the probationary period. Upon notification of denial, the prospective member will be provided up to 30 days to remove their horse(s) and personal property from BPRC. On the other hand, automatic membership will occur if all requirements have been met.

The following MEMBERSHIP CATEGORIES were established so that all non-professional members and guests who use the BPRC facility are covered by insurance. Furthermore, it ensures that everyone (except legitimate guests of BPRC members and professional trainers) will contribute to the upkeep of our facility either financially or through work hours and hay off-load. Membership categories are listed below and followed by a table that outlines member obligations.

**PROVISIONAL MEMBER** – Provisional Membership at BPRC applies to two categories of individuals: The Provisional Full Member, the horse owner who applies for full membership and has not fulfilled all indoctrination requirements and the Associate Member (shareboarded) who is not a horse owner. The Associate Member shall be considered a Provisional Member throughout their term at BPRC. Associate Members who subsequently become a horse owner and apply for full membership at BPRC will be required to complete the indoctrination requirements and be considered a Provisional Full Member. This requirement may be waived, solely at the discretion of the Board of Directors, after review of written justification provided by the prospective Full Member.

**PROVISIONAL FULL MEMBER** – Horse owners with no previous membership in good standing with the BPRC, who apply for and meet all qualifications of full membership, shall be considered Provisional Full Members until such time as they successfully fulfill all indoctrination requirements imposed by the Board of Directors. The current indoctrination

requirements shall be affixed to the membership application when the prospective member applies for membership. The Membership Chair shall retain the Provisional Full Member's indoctrination requirements document and cosign with the Provisional Full Member when each required item is completed. It is the responsibility of the Provisional Full Member to ensure that their indoctrination document is current and accurate. Once all requirements are complete as determined by the Membership Chair, he/she will present the completed document to the Board of Directors, who will then vote on the full membership status of the Provisional Full Member. The Board's vote could result in full membership, a denial of full membership and a request to leave BPRC, or a request to extend the period of provisional full membership to allow for correction of issues of concern to the Board. The Provisional Full Member is not considered a Full Member until the Board votes, even if all indoctrination requirements have been fulfilled.

In addition to the other provisions of the BPRC House Rules and Bylaws, Provisional Full Members may not have shareboarders throughout the time they are considered Provisional Full Members. Provisional Full Members who have met probationary time-frame and membership requirements in accordance with provisions outlined in BPRC House Rules and Bylaws and are in good standing, but are held Provisional status due to external factors (no fault of their own) are allowed to submit requests for shareboarders to the Board of Directors. These requests will be viewed as waivers to be approved solely at the discretion of the Board of Directors.

**FULL MEMBERS** – A horse owner or lessee who keeps a horse at BPRC; must have a signed contract on file, provide proof of insurance, sign a Release of Liability form, pay yearly dues, participate in mandatory workday and fund-raising events. Full Members are eligible to vote. Full Members will choose one of two workday plans. Workday plans will be in effect for one year. Full Members may request in writing to change Workday Plans:

- 1. Workday Plan #1 Will participate in workday; be responsible for three hours per month. If workday missed, there is a fine.
  - 2. Workday Plan #2 Will pay a monthly fee and not do workday.

A full Member may have up to two shareboarders per horse.

**INACTIVE MEMBER** – An Inactive Member is a Full Member (other than civilian) who requests a change in status in Writing and does not have a horse at BPRC for a period of greater than 90 days. The Inactive Member pays the annual membership dues, is carried on the BPRC roster, does not retain a stall, and is not required to participate in workdays. The Inactive Member is welcome at BPRC to socialize with other members, attend BPRC gatherings, and support the club where appropriate. An Inactive Member does not require an escort and shall not enter a stall, handle or ride a horse without the presence of the horse's owner. Inactive Members cannot serve on the Board. An Inactive Member can be

restored to a provisional full member with the reintroduction of a horse to BPRC based on stall availability.

**ASSOCIATE MEMBER** – A non-civilian or civilian who meets the membership qualifications of BPRC and has made arrangements with a qualified Full Member to shareboard (share the use of a Full Member's horse). The Full Member is considered the sponsor for the Associate Member and shall be jointly held accountable for the actions and conduct of the Associate Member (shareboarder). A shareboarder (a person who has made arrangements with a Full Member to share the use of a horse), rides and helps care for only the named horse. The Full Member shall also serve as the mentor for the Associate Member and ensure that the Associate Member fully understands the BPRC House Rules and Bylaws, horse etiquette and other requirements of safe horsemanship. The Associate Member may be an individual or a family that has a signed contract with the Full Member that clearly defines the specific authority of the Associate Member to include: privileges, responsibilities, restrictions, etc., that relate to the use of the Full Member's horse, equipment, and related items. The Full Member is responsible to ensure that the Associate Member completes an application and must accompany the prospective Associate Member before the Board of Directors when the application is reviewed. The Board of Directors will consider the record of the Full Member, the membership application of the prospective Associate Member, the census of the BPRC, the details of the contract between the sponsor and the shareboarder, references, and any other information deemed appropriate prior to voting on the prospective Associate Member's interim membership.

In addition, Associate Members must provide proof of insurance, sign a Release of Liability Form, pay monthly BPRC membership dues, and participate in Fund-raising events, and participate in Workdays. Associate members do not have the right to vote and may not serve on the Board of Directors. Associate members may serve on BPRC Committees. Associate members may only ride horse(s) that are addressed in a contract with a Full member. Associate members may only have one contract with a Full member without prior approval of the Board of Directors. Full members will be allowed to submit a request to allow an Associate Member (shareboarder) from another family to have access and work with one of their horses. This access will be limited to a single specified horse, outside of the primary family, and BPRC will assess a fee per month from the Associate Member for this additional access. This additional access will count as one of the two shareboarders per horse limit for the Full member requesting.

Associate memberships are considered Provisional Members and their memberships are subject to continuation on a quarterly basis by vote of the Board of Directors. The Board of Directors shall review the terms of the contract between the sponsor and the shareboarder, the membership and the horse census at BPRC, the Full Member's (sponsor's) and Associate Member's (shareboarder's) record of reported offenses, their contributions to the BPRC, their work record, and any other pertinent information associated with their membership to

determine if it is in the best interest of the BPRC to continue the Associate Member. A quarterly Board vote to not continue the term of an Associate Member under an existing contract with a Full Member is not a termination of membership. The Full Member and Associate Member are encouraged to be present at the Board's vote to present information for consideration by the Board. If the Board votes to not continue the associate member, the Associate Member's term would end on the first day of the month after the vote.

**TEMPORARY AGENT** – A non-member who, on a temporary basis not to exceed three months, is obtained by a Full Member to care for a horse/horses during a period when the Full Member is unable to perform the duties required to properly care for the horse due to exigent circumstances. Exigent circumstances shall include but not limited to: medical, vacation, emergency leave or military deployment. The Full Member requesting to use a Temporary Agent must have the Temporary Agent fill out a membership contract and attach a letter of justification stating the need for assistance, time frame involved, specific authority and responsibilities given to the Temporary Agent, riding privileges, etc. Financial details are not required. Temporary Agents must have Board approval prior to assuming duties.

If the exigent situation continues after three months, the Full Member may request in writing to extend his/her Temporary Agent agreement on a month-to-month basis. Board approval and justification are required for any extensions. Each Full member of BPRC may have one Temporary Agent per horse. Temporary Agents must provide proof of insurance, sign a Release of Liability form, pay monthly membership fees, - and participate in fund-raising events. Temporary Agents are non-members and may not vote or accrue seniority. Temporary Agents must have Board approval prior to membership. Temporary Agents are fulfilling a need to care for a horse and are employed by the Full Member to carry out specific responsibilities and may not be accompanied by others without written permission from the Board.

**GUEST** – A visitor enjoying the facility. A guest of any member may not handle or ride a horse without the member being present. It is the member's responsibility to have his/her guest sign a Release of Liability form before the guest rides or handles a horse. For security reasons, only Full and Associate Members may sponsor quests and the member shall ensure that all guests are checked in and out in the Manager's logbook located in the barn.

#### **SUMMARY OF MEMBERSHIP CATEGORIES**

MEMBERSHIP	WORKDAY	VOTE	FUND-RAISING EVENTS
Full member	Yes	Yes	Yes
Inactive member	No	No	No
Associate member (Shareboarder)	Yes	No	Yes
Temporary Agent	No	No	No

**BPRC CIVILIAN MEMBERSHIP POLICY**. The civilian membership may not equal more than 50% of the total active duty, Reserve, retired, and DOD membership. For example, if membership (Full and Associate) totals 100 active duty, Reserve, retired and DOD members, a maximum of 50 civilians may be BPRC members.

The BPRC policy for admittance of civilians, contingent upon BPRC membership census and stall availability, is as follows:

- 1. Change of status to civilian priority shall be given to BPRC members whose status has changed from active duty, Reserve or DOD to civilian or from dependent to civilian. Applicants in this category shall be considered based on the date of application to change status. If no civilian position is available, the applications will be held on a waiting list based on the date that a complete application was submitted and acknowledged by the Membership Chair.
- 2. If civilian membership positions exist after all the changes of status to civilian personnel are addressed, BPRC will consider "outside" civilians for membership. In these cases, the BPRC will post a notice of availability for outside civilian membership at the barn and rely on members to notify those who may have an interest. A deadline will be established in the notice and all complete applications received by the deadline will be considered. The Membership Committee will review the applications and refer no more than three finalists per open position to the Board for a final decision. The Membership Chair shall also make outside reference checks as needed. Applicants will be evaluated on the basis of their potential to contribute to and improve the BPRC. The Board shall interview all finalists and make a final selection. All applicants will be notified of the final result and advised that applications will not be kept on file and that they must reapply if a new notice of availability is posted.
- 3. Outside civilian applicants must be endorsed by a Full Member of BPRC; either active duty, Reserve, retired or DOD status. A letter of endorsement from a BPRC Full Member, who has completed a minimum of six months membership, must accompany the application. One endorsement per family shall be allowed. If an eligible club member's endorsee is accepted, that club member or any member of his/her family may not endorse any others until such time as his/her endorsee has terminated membership. Endorsees shall be required to attend the Board interview process

with the applicant they have endorsed. All BPRC rules for incoming members shall apply to outside civilian applicants.

- 4. Once accepted, the new member must pay all required fees no later than the  $1^{\rm st}$  of the next month. Stabling of horse(s) must commence no later than 30 days from the date of notification of membership. Failure to adhere to this schedule may result in termination of membership.
- E. Initial/annual membership requirements for all members 18 and older are:
- 1. To submit a completed application/contract to the Board. Signing of the application/contract is a certification that all information provided is true, correct and complete to the best knowledge of the applicant. Knowingly providing false information may result in termination.
- 2. To provide proof of status for DOD Family Members, i.e., active duty, retired, DOD employee, Reserve, National Guard and their dependents.
- 3. To provide proof of \$100,000 liability insurance. A current copy of the insurance policy with the name of the member and the amount of liability must be provided. The insurance must be updated as the policy expires, or as membership Chair requests.
- 4. To review House Rules with the Membership Chair or Manager before being assigned a paddock of shareboarder status.
- 5. Full Members/Inactive Members only: To pay a non-refundable annual membership fee-
- 6. To provide references from other stables where member has boarded, if requested by the Board.
- 7. To sign a Release of Liability holding the U.S. Navy; the U.S. Government; BPRC and its officers and members blameless in the event of accident or injury.
- F. Membership may be terminated for violating the rules set forth herein and also any of the following reasons:
- 1. Receipt of Permanent Change of Station (PCS) orders out of Hawaii.
- 2. Termination of active duty, active DOD or Reserve status to any other than retired status.
- 3. Breach of Agreement, Bylaws or House Rules.
- 4. Revocation of base privileges by Security, JBPHH or the Board.
- 5. For abuse or neglect of animals as specified in Paragraph VI.D.
- 6. Providing or using illicit drugs.
- 7. Providing alcoholic beverages to any minor.
- 8. Providing BPRC with three bad check within a 12-month period.
- 9. For verbal or physical abuse of any BPRC employees/members/visitors.
- 10. Upon member's written notification to the Board of Directors.
- 11. Theft of property, including feed.
- 12. Failure to pay membership dues, monthly fees, and assessed fines.

- 13. Failure to have a horse at BPRC for a period greater than 90 days without BPRC Board approval.
- 14. Knowingly providing false information when applying for, or revalidating, membership.
- 15. Failure to abide by the Chain of Command structure set forth in House Rule XI.

Written notification will be provided to the member at least five days prior to Board action, to allow member to be present during deliberations. Any member found in violation of rules may appeal the action within ten days to initiate the appeal pursuant to the Chain of Command structure set forth in House Rule XI. The appeal must be in writing and presented to the Board of Directors for consideration.

#### III. WORKDAY

A. BPRC has implemented a mandatory monthly fee for all members to meet high cost of maintenance at the stables.

- 1. The Board will schedule two (2) mandatory workday events annually for all members planned by the Maintenance Committee. Failure to participate will result in an assessment as determined by the Board.
- 2. Members who are working or are off island for travel planned prior to the workday will notify the Board as soon as they are aware of the need to miss workday.
- 3. Workday requirements may be fulfilled by an unaccompanied proxy. The proxy must be capable of performing the duties required and must be approved by the Maintenance Chair at least two weeks prior to the workday event. All substitutes must be at least 18 years of age.
- 4. The Maintenance Chair may credit members involved with approved special projects.
  - 5. The Maintenance Chair will keep records of workday attendance.
- 6. The Maintenance Chair will report status of delinquent members upon completion of the workday event. The Board will notify delinquent members in writing.
- 7. Workday assessments fpr delinquent members must be paid by the 5th of the following month. Thereafter, an additional fine will be assessed.
- 8. Two workdays of the year may be mandatory workdays during which all members will be required to work on their paddocks.

#### IV. DUES, FEES, AND SERVICES

The BPRC Board has the authority to set fees, dues, and fines as needed.

A. All monies are due by the first of the month. There will be a grace period until the  $5^{th}$  day of the month. A fine of \$10 will be levied for payments between the  $6^{th}$  and  $10^{th}$  of each month. After the  $10^{th}$  day, the fine shall be \$25. It is the responsibility of the member to include late fees with board payment, monthly dues, and/or annual dues. If board or annual

dues are still unpaid by the last day of the second month, the horse(s) will be considered abandoned and turned over to the riding club. Membership will be terminated.

- B. No refunds/credits will be given when a horse is removed from the premises. Stall deposit fees may be refunded after a written request of termination of membership is received by the Board and a joint inspection of the paddock by the boarder and the Paddock Committee (see House Rule VII) has been accomplished.
- C. Boarding, feed and membership fees will be determined by the Board.
- D. Full Members/Inactive Members only: Non-refundable annual membership fees are due each year.

The fee will be prorated by the treasurer as necessary for members who join in the last quarter of the membership year.

- E. A penalty fee will be assessed for every bad check written by a member. Bad checks written for paddock fees will also be assessed the standard late fee from the 5<sup>th</sup> of the month for which the check is written until full payment of funds, including penalty fees, is made to BPRC.
- F. No member may provide a service to another member that is offered by the club, such as feeding. Members my feed another member's horse temporarily if a member cannot feed his/her own horse, but if the feeding service is provided the club at a predetermined price, the member must use the club service. This rule refers specifically to exchange of services for money.
- G. Services not provided by the club, such as shoeing or training, may be outsourced to external professional services with appropriate liability insurance to cover their craft and their interaction with members and members' horses at BPRC Stables. Services not provided by the club may also be provided by club members to other members to include share boarders. This rule refers specifically to exchange of services for money.
- H. An instructor and or/trainer is defined as a BPRC member or non-member who conducts equestrian instruction (riding instructor) and/or trains a member's horse for compensation. To include private lessons or group lessons, on a regular, irregular, or recurring basis.
- I. There will be no reimbursement from BPRC for unauthorized expenditures. All requests for reimbursement must be accompanied by a sales receipt.

#### V. CONTROL AND TREATMENT OF HORSES

A. No horse may be stabled without consent of the Board. Each member may have up to three horses stabled at BPRC. A foal of a BPRC mare is considered a horse at six months of age.

B. Any new horse must have written proof of veterinarian examination prior to entry at the stable. All shots must be current and deworming will be required. When new horse(s) arrive from out of state, they will stay in quarantine for at least 45 days pending a negative Coggins test from a licensed veterinarian. Quarantine is defined as separation to avoid contact with other horses. A quarantined horse may be removed from its stall provided it is kept separate from and avoids contact with all other horses.

C. Veterinary certification and current proof of shots and deworming are required for all boarders. Worming, including paste wormers or daily worming, is required on a regular basis as recommended by a veterinarian. Guidelines for immunizations are as follows:

- 1. Tetanus yearly.
- 2. Equine encephalitis yearly.
- 3. Influenza minimum every six months.
- 4. Rhino minimum every six months.
- 5. Strangles yearly (only if an outbreak occurs).

The Vet Coordinator will keep medical records. All members are responsible for keeping current vet checks, shots, and worming to Vet Coordinator. Copies of vet bills, wormer bottle, syringes, may be placed in the file cabinet labeled "Vet Records." Delinquency in this matter will not be tolerated, and will be addressed in the following manner:

a. On the 15<sup>th</sup> day after notification that a horse's shot or worming are overdue, the horse will be placed in quarantine until the deficiency is corrected.

b. If the deficiency is not corrected by the 30<sup>th</sup> day following notification, the owner's membership will be terminated and the horse evicted from the property of BPRC.

D. Any person found abusing an animal will be evicted from BPRC by the Board and a formal report will be sent to the proper agencies. Members are expected to provide proper care for their animals. Failure to do so will be considered abuse. The Board may, at its discretion, request determination of abuse from a qualified equine veterinarian or the Hawaii Humane Society at the owner's expense. Should the exam not show abuse, BPRC will assume the cost of the exam. Some examples of, but not limited to, such abuse would be:

- 1. Placing an object on a horse's mouth to cause undue distress.
- 2. Tying as horse in a manner as to cause undue discomfort or distress in a stall, trailer, or when lunging or riding.
  - 3. Use of inhumane training techniques or methods.
- 4. Use of inhumane equipment, including sawtooth bits, hock hobbles, tack collars, or tack hackamores.
  - 5. Any appliance that restricts movement or circulation of the tail.
  - 6. Intentional inhumane treatment that results in bleeding.
- 7. Inadequate feeding. Horses shall be fed a minimum of twice per day with approximately 12 hours between feedings, except for medical reasons.
  - 8. Failure to seek veterinary advice when needed.
- E. No horse will be ridden on or near the golf course, beach cottages, camping areas, or any off-limit areas. Horses will not be ridden at any time in the housing areas, ammunition areas, athletic fields, flight line or hanger areas, maintenance areas, or along main roadways. A map of off-limit areas is posted in the barn.
- F. Horses are to be ridden only when a bridle or hackamore is used. When a rider is being led on horseback by a handler, a halter is acceptable.
- G. No horse may be trotted or run in the common areas (except arenas). This includes the enclosed compound and the grass area. The common grass area may be used for warming-up during horse shows.
- H. Horses may not be tied and left unattended longer than ten minutes.
- I. No stallions may be boarded or permitted overnight stabling at BPRC. There will be no exceptions.
- J. Stud colts must be gelded at one year of age. Exceptions may be granted with written justification by a veterinarian indicating that gelding will impair development of the colt and the colt's sexual maturity will not adversely affect other animals boarded at BPRC. In no case will a colt stabled at BPRC exceed two years of age without being gelded.
- K. Horses will be washed in designated wash racks, in the near vicinity of wash racks, or in stalls, to include holding pens. Common areas and roadways will not be used to wash animals.
- L. No rat poison such as De-Con or weed killer may be used anywhere on the stable premises. Rat poison may be fatal to any animal that consumes it. Weed killer will be allowed under special circumstances as directed by the Board or Workday Coordinator.

- M. Any manure deposited in the common areas by a horse must be mucked by the rider as soon as possible.
- N. The Board is to be notified whenever a horse is removed from the premises.
- O. For safety reasons, lunging, riding or exercising a horse in a stall is prohibited.

#### VI. PADDOCKS

A. When a member terminates membership, he/she must leave the paddock in as good or better condition as when it was assigned. A joint inspection by the boarder and the Paddock Committee will be made upon vacating the paddock (regardless of member's status). The boarder must make the arrangements for the time of the inspection. Discrepancies found will be corrected by the boarder. The Board will determine responsibility of boarder if disagreement regarding the inspection occurs. Additions, e.g., decks, fences, roofs, built during the member's tenure become property of BPRC and cannot be removed. Portable tack sheds, storage sheds, etc., remain the property of the boarder and must be removed by the last day of paddock occupancy. If portable fixtures are not removed by that day, they become property of BPRC. Any questions regarding the definition of "portable" will be determined by the Board. After a paddock is vacated, materials such as feed boxes, tack sheds, baseboards/poles, or bathtubs may not be removed without Board approval. If improvements are installed in the ground, welded to existing structures, or otherwise permanently installed, they are not removable. Items not permanently attached, i.e., fence panels, automatic waterers, roofing materials attached by nails/screws, etc., may be removed by vacating members so long as the removal does not render the stall unusable. The stall and area must be returned to their original condition to the maximum extent possible

The Paddock Committee shall consist of at least a BPRC Board Member, and one Member-At-Large. The Paddock Committee will set paddock standards, conduct regularly scheduled paddock inspections and inspect stall about to be vacated either by a terminating member of a member moving a horse or horses within BPRC.

B. Request to keep more than one horse in a paddock must be made in writing to the Board. No more than two horses may be kept in one paddock. If the second horse is absent for any reason (see VII.O) the member must continue paying the board for that horse. No member may have more than two paddocks. However, depending on stall availability, a member may make a written request to the Board for a third stall. But, before filling the third stall, a member must present in writing to the Board that he/she understands that, should the horse census increase, he/she will be directed to vacate the third stall according to a

seniority list. Should more than one member have three stalls, the member who has had the third stall for the least amount of time shall be directed to vacate first.

- C. Paddock changes or requests for open paddocks must be made in writing to the Board. Members may not switch paddocks without prior approval by the Membership Chair.
- D. Paddocks will be assigned by seniority. Seniority will be determined as follows:
- 1. Active duty military will receive four months of seniority for each month of membership during their first year of membership.
- 2. Retired military members will receive three months of seniority for each month of membership during the first year of membership.
- 3. DOD and Reserve members will receive two months of seniority for each month of membership during the first year of membership.
- 4. Civilian members will receive seniority on a month-to-month basis during the first year of membership.
  - 5. After the first year, all members will accrue seniority on a month-to-month basis.
- E. Written notification of anticipated vacancies should be made at least 30 days in advance.
- F. Notice of paddock availability will be posted for a period of at least seven days prior to that paddock being assigned to a new member. A member, who already possesses a bunker, or a prime paddock in the front, must wait ten days before being assigned another paddock.
- G. During the notification period (at least seven days) written requests will be accepted for open paddocks.
- H. After a review of the requests, the paddock will be assigned to the most senior member that does not occupy a prime stall or bunker. Next in line is the next most senior member.
- I. New members are exempt from the written request policy if the paddock desired has been vacant for at least seven days and has not been requested by an existing BPRC member. For paddock assignment purposes for new members, membership commences on the date of arrival of the horse.
- J. Any additional construction. Such as plumbing, digging, roofing, and fencing must be submitted in writing, complete with diagrams, to the Board for approval before construction is begun
- K. Members will be solely responsible for his/her own tack; equipment and personal property kept on stable premises. Members will be responsible for maintenance and repair

of stable facilities/stalls (this may include welding.) If after notice from BPRC, any damages to stable facilities occasioned by member or member's animals are not repaired as required based on Board-Member coordinated/agreed time-frame, BPRC has the right to authorize the repair and charge the member a reasonable fee.

- L. BPRC, via the Board/Maintenance Chair, will be responsible for repairs to primary water feeds (excluding faucets, sprinklers, automatic waterers and hoses within paddocks), will coordinate tree trimming that is designated as potentially hazardous (above 6 feet from ground, heavy branches or on sides/top of revetments) and emergency/hazardous conditions. It is the responsibility of the member to notify the Board/Maintenance chair when an emergency/hazardous condition exists. The Board will review and determine if emergency repair, after completed, should be billed to member or is the result of normal wear and tear (not billed to member).
- M. In order to satisfy health, sanitation and safety requirements of JBPHH, manure must be removed from the paddocks and dumped in the muck pile at least once every two days. Manure must be dumped in designated areas only. Muck carts, toys, equipment, etc., must not be left in the road or aisles. The Paddock Committee will define paddock safety and appearance guidelines. A fine will be determined by the Paddock Committee if necessary, if guidelines are not met.
- N. Paddocks may be vacated while repairs or improvements are made, provided the paddock rent is paid. Non-emergency requests to remove horse from paddock must be in writing to the Board prior to the repairs. Repairs must be made as expeditiously as possible. The member must notify the Board as soon as possible to avoid complications and misunderstandings.
- O. A request for vacancy of paddock for 30-90 days for the purpose of training, shows, medical reasons, etc., must be made in writing to the Board. Requests that exceed 90 days will be determined on a case-by-case basis. Veterinarian certificate, shot and worming records will be required prior to the horse's return after an absence from BPRC facilities for longer than a 30-day period. Paddock fees must be paid during the time of absence of any horse occupying the stall.
- P. Fences will be painted white. Tack rooms, storage sheds, etc., will be painted blue. Baseboards may be painted dark brown if desired. In some cases where new steel or plastic lawn buildings, storage sheds or walls that have been pre-painted by the manufacturer, the BPRC color scheme of blue and white may be waived by the –Board. Members who have questions should contact the Board.

- Q. Tenants are responsible for cleaning their own water and feed tubs. Water tubs must be clear of algae.
- R. The Feeders or the Board may move a horse from one paddock to a vacant paddock, assigned or unassigned, in case of emergency.
- S. Any movement of horses within BPRC, except as in paragraph VI.R, must be approved by the Board. A written request for movement must be submitted.
- T. With permission of the Board, a horse that is leased to another person may be kept in his/her original stall. This is beneficial to the horse, and enables the owner to retain his/her stall in the event the lease is canceled. If the horse is sold or changes ownership, this rule does not apply.
- U. To ensure fair play with regard to stall occupancy in situations when a member with a vacant stall leases the horse to another member, or, when a member with a vacant stall leases the horse of another member and then that member is designated as a shareboarder, the following will be required of the stall owner:
- 1. Demonstrate the majority of the care and use of the horse, i.e., grooming, riding, exercising, feeding (if not done by BPRC) mucking, etc. Stall owner may not contract with former horse owner to muck.
- 2. Upon request, provide proof of payment for vetting, feed, farrier, board and feeing payments, etc. Failure to meet these requirements may result in termination of membership.

#### VII. LIABILITY

No member is permitted to ride or handle another member's horse without permission of the owner except in an emergency. No member may allow a non-member to ride/handle a horse when the member is not present. The names of authorized riders/handlers must be on the Boarder's Information Sheet.

- A. All club members 18 or older must have a Release of Liability form on file.
- B. All guests who ride or handle a horse must sign a Release of Liability form. If a Release of Liability form is not signed, the member will be responsible for any and all claims, damages, actions, cause or actions, or suits of any kind arising from or occurring as a result, direct or indirect, of the quest's use of the member's animals on stable property. Any individual 18 or older may witness the signing of the Release of Liability form. All non-members visiting the stable must sign a Release of Liability form.

- C. BPRC Members who are providing lessons (trainers/instructors) must have their current trainer/instructor liability insurance on file listing BPRC as an Additional Insured and obtain approval of the BPRC Board to provide lessons to members and non-members. NON-MEMBERS are required to sign a liability waiver prior to participation in the lesson.
- D. Non-member trainers and instructors must have current trainer/instructor liability insurance on file listing BPRC as an Additional Insured with BPRC, and obtain Board approval. Non-member trainer/instructor must sign a BPRC liability form prior to using BPRC facilities.

Per EQUISURE, liability insurance is designed to protect horse professionals' property management and property owners from alleged negligence, error or omission from third party claims arising from the professional's insured activities.

- E. Members who instruct other family members, members who train their own horses, and members who provide horsemanship or horse training tips to other members on a non-compensated basis are excluded from these definitions.
- F. No non-members, except for farriers, vets, trainers, Temporary Agents, and other equinerelated professions, may ride or handle a horse on stable premises unless the member is present.
- G. Release of Liability forms are kept in a folder in the file cabinet in the barn. All signed forms will be maintained in the Secretary's permanent files.

#### VIII. MEETINGS

- A. Meetings of the Board of Directors and General Membership meetings will be held in accordance with the Bylaws. Notice of all meetings of the members shall be given personally or by email at least ten days before the meeting. Major decisions undertaken by the Board (for example, capital improvements over \$2,500) shall be communicated to the membership. Members are invited to attend regularly scheduled Board meetings.
- B. Members who wish to address the Board about a specific topic are asked to make a request in writing five days prior to the next scheduled Board meeting to be placed on the agenda. Emergency topics will be accepted. Petitions circulated by members may be submitted to the Board for consideration.
- C. Elections will be held on an annual basis at a General Membership meeting. Members will be notified personally or by email at least ten days before the election. Full Members of

record in good standing (fees paid, insurance, workday, vet records and paddock inspections up-to-date) are eligible to vote. Voting will be held in accordance with the Bylaws.

#### IX. AMENDMENTS TO THE STABLE / HOUSE RULES

A. A list of Stable / House Rules has been created and will be published by the Board. These rules are for the safety and benefit of all members and a copy of these rules will be distributed to each member.

B. Changes or additions to the Stable / House Rules will be drafted in smooth form by the Board and filed in a binder to be held by the President. A copy of these changes must be placed in the minutes so that all members will be aware of them. It is the responsibility of the member to read the minutes of each meeting, which are posted on the bulletin board, and the Secretary will provide a copy of the minutes to a member when the member asks for one.

C. In order to keep the House Rules current, the Board, after due consideration, may make amendments to the House Rules by a simple majority vote. All changes, revisions, additions, etc., to the BPRC House Rules shall be voted on at General Membership meetings. However, emergency revisions, changes, additions, etc., may be made and implemented by the Board, but must subsequently be brought before the General Membership for a vote. Members shall be notified, prior to General Membership meetings, of recommended rule changes.

Notification will include: 1) posting of minutes, 2) a memo detailing changes, additions, revisions, etc., will be emailed. A Rules Committee will be created to review the House Rules biennially, or as recommended by the Board of Directors. Committee recommendations will be forwarded to the BPRC Board. The Board may send recommendations back to the committee for further work, or present the recommendations to the General Membership for a vote at the next General Membership meeting.

#### X. CHAIN OF COMMAND

A. All issues, concerns, problems, grievances and/or reports of rule violations shall be addressed using the Chain of Command specified below:

- 1. Grievance Chair.
- 2. Board of Directors
- B. Compliance with the above Chain of Command is mandatory, and is grounds for termination if it is not strictly complied with.

Under no circumstances are issues, concerns, grievances and/or reports of rule violations to be presented to JBPHH.

C. Any member with a grievance against another member must submit a signed written complaint to the Grievance Chair.

#### XI. GRADING SYSTEM

A. Violation of selected club rules will result in penalties being assessed against the violating member. Violations will be assigned points, according to the severity of the offense.

#### B. Assessment of Violations

- 1. The Grievance Chair, Paddock Committee and Workday Coordinator will submit all identified violations to the Board. (Refer to paragraph II.F.)
- 2. Penalties, if warranted, will be assessed by the Board and written notification will be given to the offending member by the Grievance Chair.
- 3. Penalties against dependent family members will be assessed against the member under whose family membership the dependent is covered.
- C. The Grievance Chair and the Board will administer the penalty system and will maintain records of all reported offenses, actions taken to resolve grievances and any pertinent data associated with the member's transgressions. If justified, the Board of Directors will initiate the probation or termination of the offending member in accordance with BPRC Bylaws. The member will be informed both orally and in writing. (Refer to paragraph II.F.)
- D. The decision of the Board of Directors shall serve as the official position of BPRC.
- E. Violations of all other rules will be assessed penalties to a lesser degree.
- F. BPRC is subject to many outside inspections (fire, vet, safety, etc.). As a result of outside inspections, should a member receive two notices regarding problems, penalties may be assessed even though these problems may not normally be under BPRC rules. (See paragraph I.X.)

#### XII. SOCIAL MEDIA POLICY

BPRC Board of Directors recognizes the role social media plays. As such, we respect the right of members to use social networks for sharing and self-expression.

The Board encourages all members to share about BPRC Stables to friends and family. Social media is a wonderful way to do just that.

Members must exercise sound judgment when posting BPRC related comments anywhere on the internet, including blogs, social media and public facing networking sites such as Facebook and Instagram.

Commentary that is considered defamatory, obscene, proprietary or libelous by any offended party could subject you to personal liability and damage BPRC reputation. Once it's on the Internet, it's there forever.

In general, you should not be blogging or posting about BPRC matters unless you are an official spokesperson.

Members should be particularly mindful when participating in online conversations that reference BPRC or the Stables. Be aware that taking public positions online that are counter to BPRC's interests may cause conflict and can have repercussions.

If you have problems with another member or the Board, work it out in person or follow the guidelines outlined in the house rules. Airing your personal grievances on social media rarely leads to positive outcomes.

Harassing, threatening, discriminating against or disparaging any individuals through social media will not be tolerated.

Sharing photographs of other BPRC members, employees, clients, vendors, or suppliers without their permission through social media is prohibited.

This constitutes BPRC Official Social Media Policy. Members are expected to understand and adhere to the policy. The Board will engage members in the event of policy violations or concerns related to BPRC Stables representation. The Board will adjust the policy as needed.