

FRANKLIN COUNTY SADDLE CLUB EMERGENCY SHELTER AGREEMENT

THIS EMERGENCY SHELTER AGREEMENT is made by and between, Franklin County Saddle Club, a Washington non-profit corporation, having address at 2801 N. Road 60, Pasco, Washington, 99301 (hereinafter, "FCSC") and _____, having address at _____ (hereinafter "Tenant") effective _____. This agreement shall be referred to as the "Agreement". All parties to this Agreement must be eighteen (18) years or older. Parents or Guardians must enter into this Agreement on behalf of anyone who is underage. In consideration of the terms and conditions hereinafter contained, FCSC hereby assigns to Tenant stall number(s) listed in Attachment 1 (hereinafter "Stall"), as emergency shelter(s).

Definitions. Common terms used in this Agreement are defined as follows:

Tenant. Individual who is a party to this Agreement by signing and utilizing it to access emergency stall(s) at FCSC, according to the terms and conditions herein.

Stall. Single, enclosed space in a barn or a row of stalls, assigned to the Tenant for the duration of this Agreement. Unless otherwise noted or defined within this Agreement, no space surrounding the stall or any other area on the Premises is available for use by the Tenant.

Day Ride Agreement. A separate Agreement utilized by person(s) who are not members of FCSC, who wish to access and use FCSC for equine activities. Execution of an Emergency Shelter Agreement alone does not grant the Tenant use of the grounds. Access to grounds remains subject to FCSC rules and capacity. Tenant must sign a Day Ride Agreement (DRA) and pay the related, daily fee to utilize the FCSC grounds for equine activities, including riding. Members of FCSC are not required to utilize a DRA.

Premises. Refers to the entirety of FCSC, including but not limited to common areas, landscaped areas, parking areas, all equine activity areas, clubhouse, showers and bathroom, barns, camping areas or other areas contained within the property lines.

1. **TERM.** The term of this Lease shall be from one (1) to thirty (30) days, beginning on the effective date of this Lease, which is the date of execution. The final number of days will be reflected on the invoice provided to the Tenant at the conclusion of the rental period. The Term may be extended at the discretion of FCSC.
2. **DISASTER AND EMERGENCY SHELTER.** FCSC reserves the right to offer emergency shelter via use of its stalls, to individuals and their horses during a disaster, on a "space-available" basis. FCSC reserves the right to determine whether or not daily stall fees shall be charged during a disaster. Should a daily fee apply, Tenant will be advised in advance. FCSC reserves the right and may initiate daily fees for Tenants who require emergency shelter longer than three (3) days. FCSC reserves the right to prioritize stall allocation based on capacity, safety and operational considerations. In the event of a disaster at FCSC, the club may require owner to evacuate their horses immediately.
3. **USE OF STALLS.** Each Stall is to be used for housing one (1) horse. No other kind of use is authorized. Multiple horses owned by the Tenant will require additional stalls, with no more than one (1) horse in each stall. Should the Tenant have a mare and foal they wish to place in one stall, the FCSC Board must approve the request, in advance. Housing of stallions must be approved by FCSC, in advance. Use of stalls during an emergency for other types of livestock must be approved by FCSC, in advance.
4. **TENANT RESPONSIBILITIES AND OBLIGATIONS.**
 - A. **NO ILLEGAL ACTIVITIES.** Tenant shall not use any part of the Premises for any illegal purposes, or in such a manner as to create any nuisance, waste or fire hazard.
 - B. **OBSERVANCE OF OPERATING HOURS.** FCSC is open from 6:00 AM to 9:00 PM, daily. While the Tenant may care for their horse at any hour of the day, the Tenant is expected to respect the privacy of the individuals residing at and near FCSC. Tenant will observe this by not participating in any activities before the hour of 6:00 am and after 9:00 pm that result in excessive noise or other disturbance to individuals residing at or near FCSC.

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- C. **NO GRAZING OR TURNOUT.** Tenants may not graze horses anywhere on the Premises. Tenants who are not members of FCSC may briefly turnout their horse in the round pen, only. Turnouts are limited to fifteen (15) minutes if others are waiting to use the round pen.
- D. **PROPER STORAGE OF TENANT ITEMS.** Stalls do not come with storage areas. Tenant must store hay directly in front of the rented stall, in a neat stack of no more than three (3) bales. Tenants may not use common areas to store hay, feed, equipment, or fence off in any manner any portion of the Premises. Feed, grains or supplements must be stored in sealed containers, in front of the stall, by the hay. At no time shall loose hay, cubes or feed be stored in open containers or open bags.
- E. **COMPLIANCE WITH FCSC RULES AND BY-LAWS.** Regardless of FCSC membership, Tenant shall be bound by the Rules and By-Laws of FCSC, as currently constituted and as may be from time to time amended. Tenant shall accept as final the decision of the FCSC Board of Directors on any question arising under said Rules and By-Laws, and agree to hold FCSC, its Board Officers and Members, harmless for any action taken by the Board. In the event of a conflict between the Rules, By-Laws and this Agreement, the By-Laws and subsequently this Agreement, shall control.
- F. **CARE OF HORSES.** Tenant will keep stall in a clean and orderly condition, on a daily basis. Tenant shall maintain their horse(s) with clean water at all times, ensure proper daily feeding and engage in daily cleaning of emergency stalls. FCSC does not provide feeding, watering, or care services unless explicitly agreed to in writing. In emergency situations any care provided by FCSC or volunteers is done as a courtesy and without assumption of responsibility or liability.
- G. **HEALTH OF HORSES.** At no time shall Tenant stable horses on the Premises that have communicable diseases or health issues that would endanger other Tenant's, or other members', horses. Tenant agrees to authorize FCSC to isolate, relocate, seek emergency treatment or deny entry to any horse showing signs of illness. Tenant agrees to provide the name of their veterinarian, clinic name and phone number and authorize emergency veterinary care as listed in Attachment 1.
- H. **TRASH REMOVAL.** Tenant will properly dispose of horse manure, garbage, bedding and other trash in a trash container provided by FCSC, on a daily basis.
- I. **PROPER USE OF ELECTRICITY AND WATER.** Tenant will properly use electricity and water provided by FCSC. No electrical devices may be used in or around the stalls. Water must be shut off after use and hoses coiled. Misuse of electricity and water may be deemed a violation of this section. Examples include but are not limited to: use of extension cords, heated buckets, failing to turn off water that results in flooding of area.
- J. **PROPERTY DAMAGE.** Tenant shall not intentionally or negligently destroy or deface, damage, impair, or remove any part of the buildings or other parts of the Premises, nor to permit any member of their family, guest, or other persons, acting under his/her control to do so. This includes any pets belonging to the Tenant. Any damage to the Premises determined to be the fault of the Tenant shall be charged to the Tenant and payable upon receipt of the invoice.
- K. **PETS.** Pets must remain leashed and under control while on the Premises. At no time will pets be allowed to freely roam the Premises. Tenants are solely responsible for the safe conduct of their pets and solely liable for any injuries and/or resulting expenses to persons, other animals or the Premises.
- L. **NO SUBLETTING.** At no time shall the Tenant shall have the right to sublet a rented stall to another person, regardless of whether or not they are a member of FCSC or another Tenant.
- M. **LIABILITY FOR HORSES.** Tenant is solely responsible for their horse(s). At no time shall FCSC be liable for any injury, death, disability, theft, harm or other incidents to the Tenant's horse(s) while the horse(s) is/are on the Premises. Any horse left at the Premises without communication and payment from Tenant may be deemed abandoned. FCSC reserves the right to take appropriate action, without liability, including relocation of the abandoned horse by animal control authorities.

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5. **TENANT WAIVER OF INSURANCE.** FCSC does not offer insurance coverage of any kind as a part of this Agreement. Tenant is encouraged to ensure all appropriate, personal insurance coverage is in place prior to entering into this Agreement. Tenant is solely responsible for the cost of any insurance for their horse, equipment, vehicles, horse trailers, personal property, campers or other equipment. FCSC shall not be held liable for any loss, theft or damage to Tenant's equipment, tack, vehicles, trailer or personal property.
6. **TENANT COMPLETION OF LEASE/END OF USE.** At the end of this Agreement, Tenant will completely clean the assigned stall(s) and surrounding areas of any trash, bedding, personal property, feed containers, personal equipment and any other items that were not present when the Tenant signed the Agreement. Tenant will also remove all vehicles, horse trailers, campers and any other equipment or personal property. Assigned stalls will be inspected by FCSC for cleanliness and absence of personal items. If Tenant did not clean the stall and remove all trash and property, Tenant will be charged a cleaning fee of two-hundred-fifty dollars (\$250) for the cleaning of the assigned stall(s) and removal of any trash. Charges will be sent via an invoice which is due and payable upon receipt. Unsatisfactory conditions left behind by the Tenant may result in FCSC refusing future emergency shelter to the Tenant.
7. **TENANT COMPLETION OF ATTACHMENT 1.** Tenant will complete and include Attachment 1, to this Agreement. This Attachment contains important information related to the horse(s) and property that will be kept on the Premises. This Agreement cannot be executed until this Attachment is complete.
8. **NSF FEE.** Tenant will be assessed a \$30.00 NSF fee for any returned checks. Upon receipt of one (1) NSF check, Tenant will be required to use another form of payment, such as ACH drafts, credit card, PayPal or Venmo.
9. **INSPECTIONS/RIGHT OF ENTRY BY FCSC.** FCSC shall have the right to enter the Stall(s) at any time for the purposes of inspections, repairs, alterations or improvements, and/or to supply services.
10. **INDEMNITY.** Tenant shall be liable to FCSC for all damages to the Premises caused in whole or in part by Tenant and/or Tenant's invitees, family, friends or others known to the Tenant. Tenant shall indemnify, defend, and hold FCSC, its members and volunteers harmless from all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgments of any nature, recovered from or asserted against FCSC on account of injury or damage to person or property, to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of Tenant or any of Tenant's invitees, family, friends or others known to the Tenant, or any other person entering upon the Premises with the express or implied invitation of Tenant. This includes any such injury or damage that is the result, approximately or remote, of the violation by Tenant's invitees, family, friends or others known to the Tenant, via breach of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the occupancy or use by Tenant, its invitees, family, friends or others known to the Tenant, of the Premises rented hereunder.
11. **LIMITS OF INDEMNIFICATION.** The terms of indemnification shall be effective unless such damage or injury may result from the sole negligence, gross negligence, or willful misconduct of FCSC, and shall survive termination and/or expiration of this Agreement.
12. **NOTICES.** Any notice required to be given by either party to the other concerning this Agreement must be in writing. Each notice shall be addressed to the intended recipient at the address stated below and/or via email, at the email address noted below. Tenant is responsible for ensuring proper delivery of email notices by providing the correct email address and upon notice of a sent email, checking all email folders to ensure delivery. Email notifications shall be deemed delivered on the date they were sent. Other written notice shall be deemed given on the earliest to occur of: (1) the date when the notice is received by the addressee or (2) the third business day after the notice is placed in United States Postal Service mail with postage prepaid or certified mail with return receipt requested.

Any Notice to FCSC must be addressed as follows:
Franklin County Saddle Club
PO Box 2885, Pasco, WA 99302

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Email: FCSC@franklincountysaddleclub.org

Any Notice to Tenant must be addressed as follows:

Name of Tenant _____

Tenant Address _____

Town, State Zip _____

Phone: _____

Email: _____

13. **CHOICE OF LAW.** This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
14. **JURISDICTION.** Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in the State of Washington.
15. **SEVERABILITY.** The parties understand and agree that if a court holds any part, term, or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular invalid provision.
16. **FORCE MAJEURE.** Neither Party shall be liable for any delay or failure in performing its obligations under this Agreement (other than obligations to make payments when due) to the extent such delay or failure results from causes beyond the reasonable control of the affected Party, including but not limited to acts of God, fire, flood, earthquake, severe weather, epidemic, pandemic, public health emergency, war, terrorism, civil unrest, labor disputes, strikes, lockouts, governmental orders, laws, regulations, embargoes, shortages of materials, interruptions in transportation, utility failures, or other similar events beyond the reasonable control of the affected Party ("Force Majeure Event"). The affected Party shall provide prompt written notice to the other Party of the Force Majeure Event. The affected Party shall use commercially reasonable efforts to minimize the impact of the Force Majeure Event. If the Force Majeure Event continues for more than thirty (30) consecutive days (or such other period as the Parties may agree), either Party may terminate this Agreement upon written notice to the other Party without further liability, except for obligations accrued before the effective date of termination.
17. **ENTIRE AGREEMENT.** The parties agree that this Agreement is the complete expression of the terms and conditions hereunder. Any oral or written representations or understandings not incorporated herein are specifically excluded. This Agreement shall only be supplemented or modified in a signed writing by the Parties. All exhibits, attachments and schedules are hereby incorporated herein by this reference as if fully set forth herein. The Parties agree that their signatures that are faxed to each other shall, when accumulated, operate as originals. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, RRC and Tenant have caused this Agreement to be effective and executed this ____ day of _____, 20__.

FRANKLIN COUNTY SADDLE CLUB

By: _____
FCSC Signature

Name (Print): _____

Date: _____

TENANT

By: _____
Tenant Signature

Name (Print): _____

Driver's State & License Number: _____
Date: _____

**FRANKLIN COUNTY SADDLE CLUB
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ATTACHMENT 1

Number of Stalls to be assigned: _____

Stall Number(s): _____

Name(s) of Horse(s): _____

Age of Horse(s): _____

Description of Horse (breed, color, markings as applicable) _____

Horse Trailer Type/Brand: _____ Trailer License Plate Number: _____

Camper Type/Brand: _____ Camper License Plate Number: _____

Name of Veterinarian: _____ Veterinarian's Phone Number: _____

Name of Veterinary Clinic: _____

I, _____, the owner of the aforementioned horse(s), hereby authorize FCSC to contact my veterinarian for immediate care in the event of an emergency. I authorize my veterinarian to communicate regarding my horse and any emergency issues with FCSC. I agree to be fully responsible to my veterinarian for the costs of any such emergency care and agree that my veterinarian will bill me directly for such cost.

Signed by: _____ Date Signed: _____
Horse Owner/Tenant

Tenant Cell Phone: _____

Tenant Emergency Contact Name and Number: _____

Franklin County Saddle Club Contact:

Name: _____ Cell Phone: _____

Email Address: FCSC@franklincountysaddleclub.org