

Lodgepole Valley Saddle Club
Barn & Corral Agreement

This agreement, entered into as of the _____ day of _____, 20____, by the Lodgepole Valley Saddle Club, Incorporated, hereinafter known as the “Saddle Club” and by _____, a duly elected member of the Lodgepole Valley Saddle Club, hereinafter known as “Member,” parties hereto, agree to be bound by the provisions hereof:

Witnesseth:

Whereas, in the interest of the promotion of the use of the saddle horse for work and pleasure, and to protect the rights and property of the Saddle Club and members, it is deemed necessary and desirable to enter into this agreement:

Now, therefore, in consideration of the promises and of the mutual agreements herein contained, it is agreed as follows:

Article I
Definitions

- 1.1 **Member:** Member shall mean a person, persons or family who are duly elected and have paid all current dues.
- 1.2 **Barn:** Barn shall mean a building built for the purpose of sheltering horses, necessary feed, and related equipment only, upon Saddle Club grounds.
- 1.3 **Corral:** Corral shall mean a fence constructed in such a manner as to contain horses within a defined area upon Saddle Club grounds.

Article II
Easement or use of Surface

- 2.1 **Grant of Easement:** The Saddle Club hereby authorizes members only to build, purchase, rent or otherwise legally occupy a barn and corral on Saddle Club grounds at a location described as _____ as described per attached map and copied from the Saddle Club Treasurer’s Master Copy.
- 2.2 **Utilities:** Saddle Club hereby agrees to make available such utilities as water and electricity for the benefit of members maintaining a barn and corral under the provisions of this agreement. Each member maintaining an electric tank heater will be assessed a prorated portion of each month’s electric bill for each tank heater in service. If a tank heater is plugged in for any part of a month, the owner will be billed for the full month. Owner will notify the Saddle Club Treasurer immediately that such installation has been accomplished or that the heater has been removed.
- 2.3 **Rental for Easement:** Member hereby agrees to pay the current land easement of \$180.00 for a single pen, \$300.00 for a double pen, and \$480.00 for a triple pen

per year due January 31st of the year they become due. For the year of 2004, the pen rent is due no later than March 31st.

- 2.4 Failure to Pay Charges:** All unpaid charges shall become a lien upon said authorized barn and corral. Any member more than 30 days in default will have all the improvements of said pen or pens auctioned to the benefit of the Saddle Club. A 10% increase will be added to the original pen rent for each month rent is delinquent.
- 2.5 Maintenance:** Member hereby agrees that said barn and corral authorized by this agreement shall be maintained at all times in a clean and sanitary condition and shall be kept in good repair. Regular cleaning of pens is required when horses are penned. The manure pit is provided as a service to barn owners, provided there is someone to clean out the pit. Otherwise, it is the member's responsibility to dispose of the manure.
- 2.6 Horse Restrictions:** Up to two horses per pen are allowed on a permanent basis. Three horses may be stabled for a period of up to a week. Stallions over the age of two are not allowed to be stabled on Saddle Club grounds.
- 2.7 Contagious Disease:** Member hereby agrees to give immediate notice to a Saddle Club officer of the occurrence of any contagious disease in any animal stabled on Saddle Club grounds. Furthermore, owners of all horses being newly stabled on Saddle Club grounds must show proof of vaccination and recent health papers within one week of arrival and the horse must be in healthy condition.

Article III Term

- 3.1 Term:** The term of this agreement shall be for the time that the member maintains said barn and corral in accordance with this agreement or until terminated under the provisions of 3.2 and 3.3 following.
- 3.2 Transfer:** Upon the sale of barn and corral, this agreement shall become void upon the ratification by successor in interest and Saddle Club replacing this instrument.
- 3.3 Removal:** Upon approval of Saddle Club, at a regular meeting, member may remove said barn and corral. After completion of removal and restoration of location to the original contour, this agreement shall become void.

Member

For Lodgepole Valley Saddle Club,
Incorporated

Date