

REGULAR MEMBER CONTRACT

Boarding of privately owned horse
at the Scarlet & Gold Riding Club
Marine Corps Base
Camp Lejeune, North Carolina
Agreement/Contract

THIS AGREEMENT, made and entered into this _____ day of _____,
20____ by the membership of the Scarlet & Gold Riding Club (SGRC), located aboard Marine Corps
Base, Camp Lejeune NC (a non-profit, private organization authorized to operate as such by the CG MCB
CLNC), hereinafter referred to as the club, and
(Your full name(s)) _____ who is (are) eligible for
membership in accordance with the club by-laws, hereafter referred to as a member. WHEREAS, the
club maintains horse- boarding facilities for the benefit of eligible persons who reside in or near the
Camp Lejeune area in accordance with the club by-laws and WHEREAS, the member is the owner of a
horse or horses and desires to board the horse(s) at the SGRC. NOW THEREFORE, in and for
consideration of monthly fees as set forth in the club by-laws, and in further consideration of the
covenants and promises hereinafter contained, the parties agree as follows, to wit:

I

Member(s) agrees:

- a. To maintain membership in the club.
- b. To work for and participate in the activities of the club for the mutual benefit of all members.
- c. To pay the amount of \$125 (subject to change) per month, per horse. The first month to be prorated based on the number of days remaining in the month when the horse(s) arrive at the club. The first regular fee is to be paid at the beginning of the first full month and said amount to be paid in advance and in full each and every month thereafter on or no later than the 5th day of each month so long as this agreement continues in force and effect, payment shall be made by check, money order or cash to the Scarlet and Gold Riding Club.
- d. If my bill is not paid by the 15th of the month, I understand that I will be subject to a \$25 per stall late fee. In accordance with the club bylaws, my membership is subject to termination for failure to pay dues and fees.
- e. To be responsible for grooming, caring for (including providing food and water), and exercising of said horse(s).
- f. To be responsible for maintenance, repair, and upkeep of assigned stall and tack areas. Any improvements of a permanent nature become the property of the club upon termination of this agreement. Buildings and spaces signed for by the club may be used by the member as authorized by the club constitution and by-laws.

- g. To assume full financial responsibility for all medical, veterinarian and emergency care/treatment of member's horse(s). In the event of an emergency, the club is hereby authorized to administer or obtain veterinary care at the expense of the member.
- h. To provide testing and vaccinations for protection to the member's horse(s) and for the protection of other horses at the club in accordance with the laws of the state of North Carolina, Camp Lejeune Base regulations, Scarlet & Gold Riding Club regulations, and requirements determined by the Base veterinarian. To provide satisfactory evidence of such testing results and vaccinations to the club secretary within 5 days of completion.
- i. To be responsible in every way for all and any equipment or tack (including saddles, bridles, ropes, grooming supplies, halters, lead ropes, etc) used by the member in caring for member's horse(s).
- j. To maintain in effect personal liability insurance (not equine specific) in the minimum amount of \$100,000 at all times while a member of the club. Currently, this requirement is being met by policy number _____ issued by _____, effective dates of which are from _____ to _____. (Please attach a copy of policy).
- k. To comply with all provisions of the club by-laws, club rules and regulations, and such rules and regulations published by Base Order when using facilities and trails aboard the Marine Corps Base Camp Lejeune.

II

The Scarlet & Gold Riding Club agrees:

- a. To maintain the facilities currently under the care of the club and to make improvements and disburse all moneys collected for debts, maintenance and improvements for the mutual benefit of members of the club in accordance with the by-laws, and private fund activity regulations.
- b. The club members agree not to use or handle the member's horse(s) at anytime for any purpose whatsoever without authority and permission of the member unless an emergency arises that may threaten the health or wellbeing of the horse(s).

III

Member understands that the club may terminate this agreement for cause at any time, but only in accordance with the club bylaws. Causes for terminating this contract include, but are not limited to the following (please read all bylaws, rules and regulations for more details):

- a. Recurring noncompliance with safety rules and provisions listed in the by-laws or club rules.

- b. Abuse or mistreatment of horse(s), especially when whipping, or other blows result in bleeding or lameness.
- c. Neglect of horse(s), such as irregular or insufficient feeding, watering, or stall cleaning, or non-treatment of wounds or illnesses.
- d. Noncompliance with health requirements as outlined in the SGRC by-laws or rules.

IV

Non-payment of club account and failure to maintain adequate personal liability insurance is grounds for immediate termination of this contract. Under no circumstances will horse(s) be removed from the Scarlet & Gold Riding club if the member's account is in arrears. It is further mutually agreed by the parties hereto that seven (7) days advance notice of termination of this contract by either party is required. In the event that either party prior to the end of the month for which the rental has been paid in advance terminates this contract, a prorated refund will be made to the member based on the actual day the horse(s) is removed and all rented areas are cleaned to the satisfaction of an executive board member. It is further provided by the parties hereto that in the event that the member's horse(s) is left with the club after this agreement has been terminated by any means provided in this agreement, the club may, and is hereby authorized by the member, to sell in accordance with legal procedures, the member's horse(s) and all belongings at public or private sale. The proceeds resulting from the sale will be applied to the cost of caring, feeding, and any unpaid balance of member's account with the club, and to the costs of the sale. Any remaining balance will be forwarded to the member at the last known address via registered mail.

It is further mutually agreed by the parties hereto that if member's horse dies or member sells their horse, member has thirty (30) days from date of death or sell to replace said horse without forfeiture of stall, unless a different timeline has been voted on and approved by the general membership.

Member

President, Scarlet & Gold Riding Club

Vice President, Scarlet & Gold Riding Club