

Salt Lake County Equestrian Park Policy on **Month to Month Boarding**

Month to month boarding is done on a first come first serve basis.

Waiting List

If our Stalls are full, we have a waiting list that we can assign you to and we will fill vacating stalls off the waiting list first on a first come first serve basis. Please see policy 20. Waiting List

We have two types of stall, covered outdoor stalls that rent for \$63 per month and covered indoor stalls that rent for \$81 per month.

We are a self care facility. You as the Permittee, is responsible for all care, feeding and exercising of animals.

Work Orders

Salt Lake County is responsible for the stall structure and barn structure. If you need assistance from Salt Lake County Maintenance Staff you need fill out a work order with the Salt Lake County Equestrian Park Office.

Mats in Stalls

Some of our month to month boarding stalls have mats in them and some do not. Salt Lake County will no longer provide mats for stalls that do not have mats in them. We will turn mats over if they start to curl up. A work order needs to be requested from the Salt Lake County Equestrian Park Office.

Month to Month payment

Payment for stall, walker space, tack room, runs and paddocks is due on the **first of each month**. We allow a 10 day grace period after which a \$25.00 late fee is attached. Any boarder who is late 3 months in a rolling year is categorized as chronic and will be evicted from the park.

Termination of stalls

Permittee may terminate upon fifteen (15) days written notice to County. If notice is received without 15 days notice, The boarder shall be responsible for the following months payment. County may terminate, in writing, to Permittee at any time.

Liens and Collection Cost:

To secure Permittee obligations, Permittee will grant County a first lien against property of Permittee in the park. County shall have the right to impound Permittee property at the park, including any animals. Should unpaid charges remain unpaid for a period of 30 days after invoicing, County shall have the right to sell such impounded property, including animals, at public auction, and to apply such cash proceeds from the auction to the retirement of unpaid charges. Permittee agrees to pay any and all costs of collections including attorney fees.

General Barn and Park Policy:

In order to provide for the barn flow, barn function and general public safety and enjoyment:

- Owners, trainers and boarders are expected to keep alleyways clear of equipment, excess hay, bedding etc.
- Heat lamps, space heaters, etc. are not permitted in the barns. Only incandescent light bulbs allowed.
- Alcohol usage in the park is prohibited.
- You are responsible for your own tack. Please plan accordingly for safe keep of your personal belongings. The Equestrian Park is not responsible for lost or stolen personal items.
- Smoking is prohibited in the park unless in a designated parking lot
- Only one animal is permitted per stall. Mares and unweaned foals are accepted with the advanced approval of the Park Manager.
- Park and barn lights must be out by 11:00 pm
- Animals are not permitted to be tied to stall doors or stall fronts. Clients should use hitching rails, or their horse trailers to tie horses.
- Subletting of amenities is only permitted after client has signed sublet agreement
- You must give us a 2 week notice before vacating a stall. If you fail to give the notice, you will be charged for the extra 2 weeks.
- You are responsible to keep your stall areas clean. When vacating a stall, it is the boarders responsibility to clean the stall.
- Boarders who rent month to month stalls from the Salt Lake County Equestrian Park will receive a riding pass that allows the patron to use all facilities within the park when they are not previously scheduled.

IN ADDITION TO THE ABOVE GENERAL RULES ABOUT MONTH TO MONTH BOARDING, ALL PERMITTEE’S MUST AGREE AND SIGN THE BOARDING CONTRACT AND AGREEMENT AS AND THE SUBLETTING AGREEMENT AS FOLLOWS:

Standard Form Agreement, District Attorney No. 2007-5022
SALT LAKE COUNTY EQUESTRIAN PARK ANIMAL BOARDING AND STALL RENTAL/PERMIT “LEASE” AGREEMENT
10800 SOUTH 2200 WEST, SOUTH JORDAN, UTAH 84095 - (801) 254-0106, Parks Administration (801) 483-5473

THIS AGREEMENT is made this _____ day of _____, 20____, by and between Salt Lake County on behalf of its Equestrian Park “COUNTY,” and

_____ “PERMITTEE” whose address is _____, and whose telephone number is

() _____, and whose work telephone number is () _____.

RECITAL:

COUNTY manages, operates, and maintains Salt Lake County Equestrian Park, “PARK,” for recreational use by its citizens. PERMITTEE desires to use space in the PARK for the purpose and upon the terms hereinafter provided. AMENITY describes rentable units at the PARK including but not limited to horse stalls, paddocks, runs, walker mounts, hay storage, shavings bins, trailer parking and tack rooms

NOW, THEREFORE, COUNTY hereby permits PERMITTEE to use the areas of the PARK as hereinafter described for the term, at the approved rental fees, and upon the terms, covenants and conditions, hereinafter set forth:

1. GRANT OF USE:

COUNTY hereby grants PERMITTEE the use of the following AMENITIE(S), _____ at the PARK for the fee of _____ per AMENITIE(S). The PERMITTEE will lease the above mentioned AMENITE(S) from the COUNTY for the period beginning

on _____, 20____, and lasting month to month for one calendar year. All contracts are on a month to month lease basis. PERMITTEES who stay long term will be required to re-sign agreements every 12-months. The PERMITTEE agrees to pay the RENTAL FEE(s) on a month to month basis.

2. TERMINATION OF THE LEASE:

PERMITTEE may terminate occupancy upon fifteen (15) days written notice to COUNTY, but PERMITTEE will be responsible for paying the remainder of any RENTAL FEE due until a new boarder is secured or through the term of the lease, which ever occurs first. COUNTY may terminate this Agreement, in writing, to PERMITTEE at any time. .

3. RENTAL DEPOSIT:

PERMITTEE agrees to pay COUNTY 10% of the monthly fee \$_____ as a deposit, which may be refunded at the termination of this agreement, upon terms and conditions being met by PERMITTEE or may be retained by COUNTY to offset any amounts owing by PERMITTEE.

4. RENTAL FEE:

PERMITTEE shall pay to COUNTY \$_____ per AMENITY _____ per month

Rent is payable each month, in advance. COUNTY may upon 30 days written notice increase the fees on any AMENITY in the PARK. Payments are due on the 1st of each month ("DUE DATE"). It is PERMITTEE's responsibility to pay on or before the 10th of each month.

5. LATE FEE:

PERMITTEE agrees to pay a \$25 per AMENITY/per month late fee, as liquidated damages and not as a penalty, on any and all outstanding balance(s) owed in addition to the regular fee for any payment not received on or before the 10th day of each month.

6. LIENS AND COLLECTION COSTS:

To secure PERMITTEE's obligations hereunder, PERMITTEE agrees that if unpaid charges remain 30 days after its DUE DATE, the County shall automatically be granted a first lien against PERMITTEE'S property (including animals) at the PARK and COUNTY shall have the right to impound and sell such property (including animals) and apply the proceeds to the unpaid charges, which shall include cost of collection and Attorney fees.

7. RIGHT OF ENTRY:

County reserves the right to enter/inspect any or all stalls/tack rooms/paddocks/runs/hay storage at any time as COUNTY deems necessary.

8. MAINTENANCE:

PERMITTEE is solely responsible for Cleaning and maintenance of stalls during occupancy. COUNTY will repair stalls and rented space only upon written request from PERMITTEE and upon approval by PARK management. COUNTY will not provide stall mats, feeders, buckets or cleaning equipment. PERMITTEE is responsible for all care and maintenance of walkers and walker space.

9. INDEMNIFICATION:

PERMITTEE agrees to indemnify, hold harmless, and defend COUNTY and its respective officers, employees, and agents, from and against, any and all losses, liabilities, damages, injuries, and claims (including attorney's fees), including claims for personal injury, death, or damage to or loss of property arising out of or resulting in whole or in part from any act or omission, negligence, or violation of any law, ordinance, rule or regulation by PERMITTEE, its employees, agents, family, subcontractors, invitees, or any other person entering the facility with or without the implied or express permission of PERMITTEE.

10. SECURITY

PERMITTEE warrants to COUNTY that he/she is in rightful possession of any animal(s) that PERMITTEE causes to be at the PARK. PERMITTEE is responsible for the security and safety of any animal or other property that PERMITTEE causes to be at the PARK. PERMITTEE acknowledges agrees that COUNTY does not provide any security service whatsoever at the PARK. COUNTY will not be responsible for any loss of property, including animals, by fire, theft or other injuries caused by PERMITTEE, his/her employees, agents, family or invitees, or any third party.

11. LIMITATION OF LIABILITY:

In the event COUNTY should become liable to the PERMITTEE under the terms of this Agreement for any act or failure to act arising from or related to this agreement, COUNTY's liability shall be limited to the amount of rent and deposit payments payable hereunder, and in no event shall COUNTY be liable to pay PERMITTEE any sum greater than the payment received by COUNTY from the PERMITTEE under this agreement.

12. INSURANCE:

PERMITTEE is responsible to secure and maintain insurance covering the value of PERMITTEE's animals and/or property kept at the PARK. PERMITTEE must also provide to COUNTY, proof of liability insurance pursuant to COUNTY policies concerning all employees, staff, contractors, patrons, etc that PERMITTEE will be bringing on to COUNTY property in order to conduct business.

13. DAMAGES TO PROPERTY:

PERMITTEE will supervise and control all children or invitees that PERMITTEE brings to the PARK. PERMITTEE shall be responsible for all damages to COUNTY property resulting from PERMITTEE's personal use or damage caused by his/her animal(s), employees, agents, family or invitees.

14. PERMITTEE agrees to comply with the following:

A. PERMITTEE shall not use the facility or permit it to be used by any employee, agent, family member or invitee (i) for any illegal purpose, (ii) in conflict of any applicable law, ordinance, rule or regulation of any governmental authority, including PARK policies and rules which are not fully outlined in this agreement (rules are available at the PARK office. PARK rules may change without notice at anytime as deemed necessary by PARK management), (iii) in any manner which would invalidate insurance or increase the rate of insurance on the PARK, (iv) in any manner which constitutes any waste or nuisance or disturbance of other PERMITTEE's PARK usage; (v) in any manner which causes injury to the PARK, (vi) in violation of COUNTY's rules and regulations.

B. Use of alcohol is not permitted.

C. NO SMOKING WITHIN PARK, EXCEPT IN DESIGNATED PARKING LOTS.

D. PERMITTEE will use designated receptacles for disposal of all trash, shavings, manure, etc.

E. No space heaters or heat lamps are allowed in stalls, barns or tack rooms.

F. PERMITTEE shall keep all stall areas, barns and roadways clear of all bedding, feed or other property belonging to PERMITTEE.

G. Animals are not permitted to run loose in the barn area, nor may animals be tied to stall doors or arena panels.

H. Only one animal per stall.

I. Petitioning or remodeling of stalls or barns is prohibited as is the painting of insignias, etc., on PARK property.

J. PERMITTEE(S) may **NOT assign or sublet any AMENITY in the PARK for any reason. Permission will be granted for those who are professionally training horses to assign horses under their care to stalls they have under contract with the PARK. Permission must be requested by PERMITTEE from PARK director and sublet rules must be followed.**

Violation of any of the above listed conditions is grounds for the COUNTY to immediately terminate this agreement.

15. RIGHT OR INTEREST TO THE PREMISES:

PERMITTEE shall not acquire any right or interest in or to the premises resulting from its use hereof except as provided herein and shall at all times be considered a permittee on using COUNTY property at the will and discretion of the COUNTY.

16. ANIMAL NEGLECT:

The COUNTY reserves the right to notify the appropriate authorities if, in COUNTY's judgment, it appears that PERMITTEE's animal(s) are being neglected or abused.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Standard Form Agreement
District Attorney No. 2007-5022

ADDENDUM A (Permission to sublet)
SALT LAKE COUNTY EQUESTRIAN PARK ANIMAL BOARDING AND STALL RENTAL/PERMIT
"LEASE" AGREEMENT 10800 SOUTH 2200 WEST, SOUTH JORDAN, UTAH 84095 - (801) 254-0106

THIS ADDENDUM is made this _____ day of _____, 20____, by and between Salt Lake County on

behalf of its Equestrian Park "COUNTY," and _____ "PERMITTEE" whose address

is _____, and whose telephone number is

() _____, and whose work telephone number is () _____.

RECITALS:

COUNTY manages, operates, and maintains Salt Lake County Equestrian Park, "PARK," for recreational use by its citizens. PERMITTEE desires to use space in the PARK for the purpose and upon the terms hereinafter provided. AMENITY describes rentable units at the PARK including but not limited to horse stalls, paddocks, runs, walker mounts, hay storage, shavings bins, trailer parking and tack rooms

COUNTY agrees to allow PERMITTEE to sublet AMENITY(S):

_____ on a month to month basis concurrent with PERMITTEE'S "lease agreement"
providing that:

- A. PERMITTEE is a professional trainer
- B. PERMITTEE shall, at its sole cost and expense, secure and maintain during the term of this Agreement, including all renewal or additional terms, the following minimum insurance coverage: Commercial general liability insurance on an occurrence form with the Salt Lake County as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general policy aggregate.
- C. PERMITTEE agrees to indemnify, hold harmless, and defend COUNTY and its respective officers, employees, and agents, from and against, any and all losses, liabilities, damages, injuries, and claims (including attorney's fees), including claims for personal injury, death, or damage to or loss of property arising out of or resulting in whole or in part from any act or omission, negligence, or violation of any law, ordinance, rule or regulation by PERMITTEE, its employees, agents, family, subcontractors, invitees, or any other person entering the facility with the implied or express permission of PERMITTEE.
- D. Animals being placed in AMENITY(S) are not owned by other PERMITTEE(S) who are currently renting AMENITIES in the PARK
- E. PERMITTEE may not sublet or assign AMENITY(S) to anyone for any reason without written permission of County.
- F. PERMITTEE may not acquire additional AMENITY(S) in the PARK by making any type of agreement or contract with other PERMITTEES in the PARK for any reason.
- G. COUNTY reserves the right to rent all AMENITY(S) in the PARK.
- H. PERMITTEES do not have the right or permission to sublet, assign or rent any AMENITY(S) to anyone for any reason.
- I. PERMITTEE agrees to abide by all rules and regulations as agreed to in "Lease Agreement"
- J. PERMITTEE responsible to pay for all fees due on AMENITY(S) and any excessive damage