

BURNABY HORSEMEN'S ASSOCIATION

RULES AND REGULATIONS

ARTICLE 1 - RULES FOR RENTING OF STALLS

Part 1 - INTERPRETATION

1.0 **Definitions:** For the purpose of these Rules:

- (1) "Association" or "B.H.A." means Burnaby Horsemen's Association.
- (2) "Director of Stalls" means that Director appointed from time to time by the Board of Directors to oversee the granting of Sublease Agreements.
- (3) "Family Unit" means a family consisting of a child or children who are under the age of nineteen (19) years as at January 1 of that year and their guardian or guardians who reside together with them and which guardian or guardians, as the case may be, are Members and which in the aggregate shall consist of at least two (2) persons.
- (d) "Member" means a Member of B.H.A. other than an Associate Member;
- (e) "Renter" means a subleasee of a Stall from the Association.
- (f) "Sublease Agreement" means an agreement between B.H.A., as sub-landlord and a Member as sub-tenant (the "Renter") for rental of a Stall on a month to month basis.

1.1_ The headings and sub-headings in these Rules have been inserted for convenience of reference only and shall not be used in the interpretation thereof.

1.2_ Any reference in these Rules to an Article, Section, Sub-Section or Paragraph means the corresponding Article, Section, Sub-Section or Paragraph of these Rules.

1.3_ Any capitalized term in these Rules which do not have a meaning prescribed to them by the definitions in this Part 1 shall have the meaning prescribed to them by the By-Laws of the Association.

Part 2 - RESTRICTIONS

2.1 A Stall can only be used pursuant to a Sublease Agreement and in compliance with these Rules.

Part 3 - PREREQUISITES

- 3.1 (a) Only Senior Members who are Members in good standing may rent a Stall or hold a position on the waiting lists to rent a Stall;
- (2) Any Renter who employs a caretaker for his or her Stall for more than fourteen (14) days in a calendar year, either consecutively or non-consecutively, must ensure that the caretaker is also a Member.
- 3.2 Burnaby residents shall be given priority in the rental of Stalls. A Member is a resident of Burnaby if he or she shall reside in Burnaby for at least those ninety (90) days which shall occur immediately before such Stall shall be offered to such Member. Members shall provide proof of his or her residency, as shall be required by the Board of Directors, from time to time. The Board of Directors' determination with respect to any Member's residency shall be final and all correspondence relating thereto shall remain confidential.
- 3.3 Members' names will automatically be removed from the waiting lists if they have not renewed their membership and paid their Membership fees for the current year by January 31st of that year.

Part 4 - WAITING LISTS

- 4.1 Two (2) waiting lists will be maintained:
- (a) Burnaby Resident's List - consists of those Members who are residents of Burnaby and are otherwise eligible to rent a Stall in accordance with these By-Laws; and
- (b) Non-Burnaby Resident's List - consists of those Members who are not residents of Burnaby and are otherwise eligible to rent a Stall in accordance with these By-Laws.
- 4.2 A Member on the Burnaby Resident's List who moves from Burnaby, but still resides within the Greater Vancouver Regional District will automatically be transferred to the Non-Burnaby Resident's List. His or her name will be added to the Non-Burnaby Resident's List according to the date such Member's name was last added to the Burnaby Resident's List. A Member on the Non-Burnaby Residents' List who moves to Burnaby will be transferred to the Burnaby Resident's List. His or her name will be added to the Burnaby Resident's List once the length of residency requirement is met in accordance with Section 3.2 and his or her position on such list shall be according to the date such Member's name was last added to the Non-Burnaby Resident's List.

- 4.3 Any application for a position on a waiting list must be submitted, in writing, to the Director of Stalls by a Senior Member. The Member's name, along with the date of acceptance of the application will then be placed on the appropriate list.

Part 5 - SUBLEASE AGREEMENTS

- 5.1 No Member shall rent more than one (1) Stall and no members constituting a Family Unit shall collectively rent more than two (2) Stalls at any given time.
- 5.2 Any Member who declines an offer of a Sublease Agreement shall maintain his or her position on the waiting list, but will not be contacted again regarding available Sublease Agreements until he or she notifies B.H.A. in writing, by registered mail, of his or her continued interest in the next offer that may be made of a Sublease Agreement.
- 5.3 A Stall shall not be left vacant for more than a total of ninety-two (92) days in any one calendar year, without written permission of the Board of Directors.
- 5.4 No Member shall keep a horse in the barns except for recreational riding or the purposes specified in the Constitution and By-Laws of the Association.
- 5.5 No Member shall keep a stallion over two (2) years old in the barns.
- 5.6 Any Renter of a Stall shall, upon taking occupancy, provide to the Director of Stalls, proof of ownership or lease agreement relating to and suitable identification of the horse in that Stall.
- 5.7 A Stall shall be occupied by the Renter or, being a Family Unit, by a person making up part of the Family Unit (the "Occupant of a Stall").
- 5.8 The Occupant of a Stall shall personally attend to the care and maintenance of the horse occupying the Stall for a minimum of two (2) days per week, unless the Stall shall be vacant as allowed under Section 5.3 or the Board of Directors shall otherwise permit.

Part 6 - RENTAL OF STALLS

- 6.1 The Director of Stalls shall use the following procedure for the subletting of Stalls:
- (a) B.H.A. shall have the first option to retain possession of any Stall with respect to which a Sublease Agreement has been terminated PROVIDED IT DESIGNATES SUCH Stall for boarding a horse used in the Public Lesson Program and shall rent the Stall to an instructor in the Public Lesson Program;

- (b) If B.H.A. does not exercise its option, B.H.A. shall first offer the Stall to be sublet by those Members on the Burnaby Resident's List using the following procedure:
- (i) As soon as practicable, the Director of Stalls will contact the Member whose name first appears on such list and is otherwise entitled by the By-Laws and these Rules to receive notice to sublet a Stall;
 - (ii) Upon contact being made as provided in these Rules, the Director of Stalls will offer to sublet the Stall to such Member. The Member so contacted shall, if he or she wishes to sublet the Stall, agree, within twenty-four (24) hours of being so contacted by the Director of Stalls, to sublet the Stall;
 - (iii) Members who are on such list, but not in good standing, shall be entitled to be contacted with an offer to sublet the Stall, but if they should accept the offer to sublet the Stall, their entitlement to sublet the Stall shall be conditional on such member rectifying within four (4) business days, the default by reason of which the Member is not in good standing and if such Member should fail to remedy same within the time allowed, such Member's agreement to sublet shall thereupon be terminated and the Director of Stalls shall offer to sublet the Stall to the next Member on such list who would otherwise be entitled to notification of such offer of subletting;
 - (iv) Contact by the Director of Stalls with a Member shall be deemed to have been made upon the Director of Stalls verbally giving the offer to the Member or leaving a voice mail message for the Member, containing the offer, or forwarding the offer to the Member by facsimile or e-mail to the last known address given to the Secretary by such Member. Alternatively, the Director of Stalls may make such offer to a Member on such list by mailing the offer to such Member by regular mail to the last known address given by such Member to the Secretary and the Member shall have been deemed to have been contacted and received such offer of subletting three (3) business days after such offer shall be sent by mail.
 - (v) If a Member to whom an offer to sublet has been made by the Director of Stalls shall not accept the offer within the time limit provided for in these Rules, the Director of Stalls shall contact the next person on such list until a positive reply has been received from a listed Member;
 - (vi) If an offer to sublet is accepted by a Member, such Member shall enter into that form of Sublease Agreement then currently being used by B.H.A. for subletting Stalls.

- 6.2 If no one on the Burnaby Resident's List accepts the offer to sublet as provided for in these Rules, the Director of Stalls shall then offer to sublet the Stall to those Members on the Non-Burnaby Resident's List who shall be entitled to receive such notice pursuant to the By-Laws and these Rules and the procedure outlined in 6.1 (b) these Rules shall apply *mutatis mutandis*.
- 6.3 If B.H.A. should terminate a Sublease Agreement with a Renter because it shall require the Stall to be occupied by a horse that will be used in the Public Lesson Program, such Renter's name shall move to the top of the Burnaby Resident's List irrespective of such Renter's residency.
- 6.4 A Member, being part of a Family Unit, shall be moved to the bottom of the list applicable to him or her when such Member should sublet or rent a Stall from B.H.A. for the Family Unit, if such Member wishes to rent further Stalls from B.H.A., unless the provisions of Section 6.3 shall apply.
- 6.5 Only one member of a Family Unit can be on a waiting list at any given time.
- 6.6 The Board of Directors shall have the right to impose, from time to time, fines for the late payment of any monies payable by a Member to B.H.A., however, such fines shall not exceed by 25% the amount of such monies payable by the Member.
- 6.7 Notwithstanding anything contained in this Part 6, but subject nevertheless to Section 5.1 of these Rules and Regulations:
- (a) if a Renter being a Member and being part of a Family Unit should:
- (i) die;
 - (ii) no longer be a guardian of the infant child or children making up part of such Family Unit; or
 - (iii) have a child, also being a Member and part of such Family Unit, that should attain the age of 19 years,
- then the Renter, in the case that he or she shall no longer be a guardian to such infant child or children and in the case of the Renter's death, his or her estate, as the case may be, shall have the right to assign the Sublease Agreement for the Stall rented by the Renter to another guardian of the child or children making up such Family Unit and in the case of a child of such Family Unit having attained the age of 19 years, to assign such Sublease Agreement to such child;

- (b) Any Member, not being part of a Family Unit who shall, at any time, be renting more than one (1) Stall, shall forthwith assign the sublease agreement(s) for all Stalls in excess of One, to his or her spouse, or to his or her child who shall have attained the age of 19 years and, in all cases, who shall be a Member. In the event that such Member fails or is unable to effect such transfer, then such Stall(s) shall be made available for rent in accordance with Part 6.

RULES AND REGULATION

ARTICLE 2 - BARN RULES

Part 1 - CONDUCT

- 1.1_ Barn occupants must conduct themselves in a responsible manner and are responsible for the conduct of their guests.
- 1.2_ Guardians of minors are required to see that their children comply with all Rules and Regulations. After three (3) notices in writing of infractions of the Rules and Regulations, the minor may no longer be allowed on the B.H.A. grounds without personal supervision by a guardian.
- 1.3_ Smoking is strictly prohibited in the barns, perimeter, and all hog fuel areas of the Equestrian Centre.
- 1.4_ The barns and perimeter areas are out of bounds to everyone except barn occupants, their guests and persons at the barns for legitimate business.
- 1.5_ Other than in an emergency, a Stall or hay loft is out of bounds to everyone except the Occupant, authorized persons and Members of the Barn Committee, under Sub-Section 1.19.
- 1.6_ Gate and loft keys issued to the Stall Occupant must not be given to any non B.H.A. Members without approval of B.H.A. and must be returned to B.H.A. immediately upon terminating occupancy of a Stall.
- 1.7_ Gates to the perimeter area of each barn must be kept closed at all times and locked when no person is in or about the barn.
- 1.8_ Horses shall be the only animals housed within the perimeter area with the exception of barn cats.
- 1.9_ Dogs entering the barn are the responsibility of their owner. All dogs must be in hand on a leash or shall be confined while on B.H.A. property. On the basis of any justified complaint, the Barn Committee may prohibit any dog from entering the barn and perimeter area. Note that dogs outside the barn perimeter areas are in a public park and therefore must also be kept on a leash. Owners are required to clean up after their dogs.
- 1.10_ Riding is prohibited in the barns and use of a bridle, hackamore or bosal is mandatory when riding outside the barns.

- 1.11_ All horses, regardless of age, must be kept under restraint by halter and lead rope or bridle when leaving their Stall, except as contemplated by Parts 5, 6, and 7 of these Barn Rules.
- 1.12_ All Occupants are responsible for posting on their Stall door the telephone number of their veterinarian, farrier and the person to contact in the event of an emergency.
- 1.13_ Farriers must not use a torch or furnace in the barns or on hogfuel.
- 1.14_ Stall doors to the aisle must be kept closed when horses are unattended.
- 1.15_ Horses are not to be left tied and/or unattended in the aisle at any time.
- 1.16_ Telephone calls to and from the barns are to be kept to a minimum duration; local calls only.
- 1.17_ Galloping of horses is prohibited immediately adjacent to the barns.
- 1.18_ Speed limit on the roads is 10 km. Horses have the right of way on barn roads. Cars must come to a dead stop when horses are traveling on the same roadway.
- 1.19_ The Barn Committee reserves the right to inspect all Stalls and animals and make recommendations to the Board of Directors.
- 1.20_ Only Members may ride a horse in the indoor arena.

Part 2 - BARN MAINTENANCE

- 2.1 All barn Occupants have the responsibility to familiarize themselves with Barn Rules and use of fire equipment. Equipment is to be inspected quarterly by the Barn Committee.
- 2.2 All equipment must be kept stored in a safe place.
- 2.3 Aisles, upstairs and downstairs, must be kept clear and swept clean at all times. Occupants are responsible for the area in front of their Stall and loft.
- 2.4 Lofts are to be kept clean at all times.
- 2.5 From time to time all persons will be required to participate on work crews to maintain the facilities.
- 2.6 The washrooms, stairs, alcoves and garbage areas must be kept clean by the person(s) assigned to barn duty. All loft garbage to be taken home by the Occupant.

- 2.7 Upstairs feed rooms are to be used for storage of goods pertaining to equestrian recreation only.
- 2.8 No paint or flammable items are to be kept in the barns.
- 2.9 All grain and food stuffs must be stored in rodent proof containers. Morning feed must be covered.
- 2.10 No feed is to be left on the first floor of any barn other than in Stalls.
- 2.11 During cold weather and maintenance or repair of the barn, the Barn Committee may notify Occupants to close all paddock doors and windows.
- 2.12 The Barn Committee must be notified and approve all repairs to pipes that require the use of a torch. When such repairs take place, two persons must be present.
- 2.13 Working heat tapes must be put on all water pipes during winter months.

Part 3 - STALL MAINTENANCE

- 3.1 Occupants shall be responsible for the maintenance of their own Stall, paddock and loft. Such maintenance shall be conducted to a standard in keeping with the standards for the barn in which such Stall is located, as determined by the Board of Directors or when permitted by the Board of Directors, by the Barn Committee, so as to ensure the proper well-being of the horse in occupation of the Stall and that of the horses that shall be in adjoining Stalls.
- 3.2 Stalls and paddocks must be cleaned daily in a thorough manner. Horses must be provided with an adequate, dry bed to prevent injury and to absorb urine.
- 3.3 All manure must be dumped in the manure box in such a manner as to get maximum use of the box.
- 3.4 Neither manure nor sawdust may be dumped anywhere except in the manure boxes provided.
- 3.5 Manure droppings in the wash racks, barn yards and aisles must be picked up immediately.
- 3.6 Stalls must be washed in the summer.
- 3.7 All Stalls must be painted every fourth year with non-lead white enamel paint. The year the barn was last painted must be clearly posted in the alcove.

- 3.8 Horses must have access to clean water at all times. Automatic bowls or other water containers must be kept clean.
- 3.9 A designated Barn Committee Member of each barn is responsible for ordering bedding, hogfuel and bin pick ups.

Part 4 - HORSE HEALTH

- 4.1 A halter and lead shank must be kept outside each Stall at all times.
- 4.2 A halter and lead shank will be made available by the B.H.A. for emergency use only, and is to be kept in the under-stairway cupboard.
- 4.3 All horses must be adequately fed in the A.M. and P.M.
- 4.4 Horses health must be adequately maintained at all times, including regular tetanus shots, worming and hoof care.
- 4.5 All horses must be checked daily and all injuries properly attended to.
- 4.6 Horses must have adequate exercise.
- 4.7 Grooming of horses is prohibited in the aisles, except for clipping and applying hoof polish. Equipment is not to be left unattended at any time.
- 4.8 The Barn Committee must be notified immediately in the case of any contagious disease. The Occupant may be required to quarantine his or her horse.
- 4.9 Bathing of horses in the aisle is prohibited.
- 4.10 Horses shall not be left loose in the perimeter area of the barns except in the holding paddocks provided.
- 4.11 Horses shall not be left unattended in their Stalls or paddocks with their halters on.
- 4.12 Any dispute regarding the health and upkeep of a horse will be referred to the Board of Directors. The Board of Directors reserves the right to consult with the owner of the horse and to call a veterinarian. All expenses will be assumed by the owner of the horse; if treatment is deemed unnecessary by the veterinarian, the expenses will be borne by the Barn Operating fund of that barn.
- 4.13 No horses are to be loose in the barns at any time.

- 4.14 A first aid kit shall be kept in the alcove of each barn and will be maintained by the Barn Committee out of Barn Operating Fees.
- 4.15 Barn Committee elections shall be held annually in the month of September with fourteen (14) days written notice posted in the barns. Each Stall will have one vote: Barn Committee elections to be done by ballot. No proxy voting is allowed. A Quorum shall consist of the representatives of ten (10) stalls.
- 4.16 Barn Committees must consist of at least four (4) members.
- 4.17 The Barn Committee shall enforce all Barn Rules. Barn Occupants disciplined by the Barn Committee have the right to appeal to the Board of Directors.

Part 5 - RIDING ETIQUETTE

The following rules are for everyone's safety. The best practice at all times is to ride "heads up".

- 5.1 Walk your horse on the trails between the barns and the rings.
- 5.2 When approaching a ring, announce your intention to do so and always wait for a rider to complete his or her pass by the gate before opening it and entering.
- 5.3 Do not block the rail.
- 5.4 Do not sit on the fence.
- 5.5 Priority in the rings shall be given in the following order:
 - I. Scheduled lessons: Other riders may share the rings with students and instructors, but must give way to the reasonable needs of the lesson in progress;
 - II. Individual riders;
 - III. Longeing of horses on long line: Longe horses so as to avoid blocking the rail.
 - IV. Free longeing of horses: Horses longed off-line, but still under effective control, may only be so longed in the round pen.
 - V. Horses running loose: Horses may only be allowed to run loose in the rings, other than the indoor, when no riders are using or waiting to use the rings.

- 5.6 Oncoming horses pass left shoulder to left shoulder. Overtaking horses pass to the left on trails and to the inside in the ring. Extend courtesy to riders requesting “rail, please”.
- 5.7 When jumping, be aware of the other people in the ring and alert them with a call of “heads up”.

Part 6 - TURNOUT PEN (If Built)

- 6.1 The turnout pen can only be used for horses running loose.
- 6.2 A horse cannot occupy the turnout pen for more than thirty (30) minutes at a time.
- 6.3 If the horse is left unattended, the owner must remain on B.H.A. premises and must leave his or her name and location where they can be immediately contacted if needed.
- 6.4 More than one (1) horse can occupy the turnout pen at one time, provided that the owners of all horses occupying the turnout pen agree.
- 6.5 The halter and lead rope for each horse occupying the turnout pen, must be left at the turnout pen while the horse is in occupation of the turnout pen.
- 6.6 Upon removal of the horse from the turnout pen, it's owner shall immediately repair any damage caused by the horse to the turnout pen, remove any manure left by the horse and cause the surface of the turnout pen to be reconditioned and remove any holes left by the horse while in occupation of the turnout pen.

Part 7 - HOLDING PADDOCKS WITHIN BARN PERIMETERS

- 7.1 If the horse is fed in the holding paddock the owner shall clean up any food stuffs not consumed by the horse and will further remove any manure left behind by the horse.
- 7.2 While a horse occupies the holding paddock, its owner must be within earshot of the horse.
- 7.3 Upon removal of the horse from the holding paddock, its owner shall immediately recondition the surface to remove any holes left by the horse and immediately repair any damage caused by the horse to the holding paddock.
- 7.4 A halter and lead line must be left at the holding paddock at all times while the horse occupies the holding paddock.