

# Orinda Horsemen's Association Rules

Revised April 2013

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Appendices:

*EBMUD Watershed and Recreation Rules and Regulations*

*OHA Procedures*

# Orinda Horsemen's Association Rules

*These rules have been updated as of April 2013. This edition replaces all previous editions.*

These rules were created to ensure the safety of all our members and their horses, and to ensure the continued permission of EBMUD to lease its land. EBMUD may terminate our lease at any time it feels we are not complying with the terms of the lease. These rules serve to protect the Association and its individual members. All OHA members must comply with these Rules, the EBMUD *Watershed and Recreation Rules and Regulations* (attached as an appendix), and county, state and federal law while on all property that OHA leases from EBMUD, as described in the Lease contract. EBMUD Rules also apply to the section of El Toyonal Road between the bar gates. Members should also follow the Procedures of the Orinda Horsemen's Association (attached as an appendix).

## **I) GOVERNANCE**

- A) The members will elect a Board of Directors from among the membership. The Board will have seven members. Elections for Board membership will be held annually at the Fall General Membership meeting. Board terms will be staggered so that there is continuity in the leadership of the organization. One term equals two consecutive years of service on the Board. A member may serve two consecutive terms, but cannot serve a third term without at least a one-year interval between the second and third terms. The Board will fill any vacated board position after notifying all members of any such vacancy. The member selected to fill a vacated Board position will serve the remainder of the term of the Board member who vacated the position.
- B) Board members will elect a President, Vice President, Treasurer and Secretary annually for a one-year term. While two members may share the duties of an office (e.g., be "co-treasurers"), one person will be wholly responsible for the duties of the office. Officers may serve consecutive terms.
- C) Duties of the Officers
  - 1) President: Chairing Board and GM meetings, preparing agenda, primary in addressing member concerns and acting EBMUD representative (unless otherwise delegated).
  - 2) Vice President: Fill in for President when unavailable, responsible for delegated duties on behalf of the Board.
  - 3) Treasurer: Manager of all organizational funds including accounts payable and receivable. Maintains records according to generally accepted accounting practices. Maintains current insurance coverage. Tracks work hours and is in charge of keys.
  - 4) Secretary: Responsible for taking minutes at Board and GM meetings, prompt distribution of minutes to all members, record keeping including all lists, correspondence, horse and member records and applications.
- D) Responsibilities may be delegated to non-board members when approved by the Board, for example to a membership coordinator who maintains the membership, horse and prospective member waiting lists, to a work hours coordinator who tracks completion of work hours, or to an EBMUD liaison.
- E) Board meetings will occur regularly, approximately monthly, on dates set by the Board members. Members not on the Board are welcome to attend Board meetings.
- F) There will be one and possibly two General Membership meetings per year, usually held in the fall and spring.

- G) Minutes from the General Membership and Board meetings will be prepared by the Secretary and e-mailed to all members. Minutes must include all proposals, motions passed or denied, EBMUD report, treasury report, list of work to be done, changes of horses and date and location of next meeting.

## **II) RULES CHANGES**

- A) Changes to the Rules and Procedures may be approved at the Annual Membership Meeting by a majority vote of the membership present or by a majority vote of the OHA Board at any meeting. Members planning to propose rule changes at a General Membership meeting are encouraged to present their proposed change to the membership via e-mail at least 15 days prior to the meeting. However, the Board may change the Rules or Procedures only after 30 days notice has been given to the entire membership of proposed changes by including the written text of such changes in the Board meeting minutes.
- B) As stated in the Bylaws, the Board will have the power to “establish policies of the corporation and enforce rules and regulations” and also to “fix fees and charges for use of the facilities.” However, any changes involving the number of memberships, the kind of hay fed to the horses, or fee increases exceeding \$100 annually shall be decided by the Board only after notifying the membership 30 days in advance of the consideration of such changes.

## **III) MEMBERSHIP**

There are six categories of membership: proprietary, probationary proprietary, associate, honorary, professional associate and riding partner. The criteria for, and responsibilities and privileges of, each category of membership are outlined below. All members are required to follow all rules of the Association. The membership dues are set by the Board and are subject to change.

### **A) Proprietary Membership**

- 1) A Proprietary Member is a member in good standing who has been approved for full membership by the Board following the satisfactory completion of the probationary period. A proprietary membership may be held by either an individual or a family. Family is defined as the primary member, his/her spouse or domestic partner, his/her parents (including step-parents), parents of his/her spouse or domestic partner, his/her children (including step-children), his/her son-in-law and daughter-in-law, his/her grandchildren, his/her brother, sister, brother-in-law, sister-in-law, and his/her nieces and nephews.
- 2) Criteria for Proprietary Membership
  - (a) The primary member must be at least 21 years of age
  - (b) The primary member must have health insurance
  - (c) The new-member interview committee will take into consideration the following criteria:
    - (i) They should have an ability and willingness to partake in a cooperative environment, including: 1) conducting themselves in a collegial way with other members, even when involved in a conflict or disagreement; and 2) participating in pasture-related activities and work parties, serving on the board, and performing all of their work hours and their herd feedings.
    - (ii) They should have a basic knowledge of their horse and should have a general understanding of what to do in a horse emergency. They should possess basic horse care and safety skills and know or be open to learning about a herd environment (we're not just looking for experienced horsemen and do not want to preclude consideration of novices who want to learn). They should be able to provide a previous barn owner, or other relevant reference who can attest to their abilities with horses.

- (iii) Their horse should be able to do well in a herd situation and be able to maintain its health primarily on pasture. The horse should be in good health and be ride-able (not placed at OHA for retirement). The horse must be sufficiently sociable as to not be likely to injure other horses or people. (If a horse turns out to be a chronic aggressor, causing injuries, the member may be asked to move the horse out of OHA).
  - (iv) They should be able to commit to seeing their horse at least weekly and plan to be actively involved in its care and maintenance.
  - (v) Live or work within 25 miles of the pasture.
  - (vi) Own no more than two horses with which they are actively involved.
  - (vii) The member must be the sole owner or lessee of the horse that is brought to the pasture.
- 3) Privileges of Proprietary Membership
- (a) Boarding of one or two horses at OHA and use of property and all facilities.
  - (b) Voting as allowed by these Rules.
  - (c) Eligibility to serve on the Board.
  - (d) Eligibility to supervise an Associate Member or Riding Partner Member.
- 4) Responsibilities of Proprietary Membership
- (a) Forms: Upon acceptance of an offered space and before receiving a key, the probationary member must sign a membership agreement and a liability form for each member of their immediate family that will be present at OHA, and will have sent the stated fees. The forms must be received by the Secretary or his/her designee prior to issuance of the key to the new member. Prior to placing a horse at OHA, the member will sign and fill out a horse health form that meets the basic health criteria set by OHA.
  - (b) Work Hours: All Proprietary members are required to perform a specified number of work hours per year. See *Work Hours and Pasture Maintenance* section.
  - (c) Feedings: See *Feeding* section
  - (d) Fees:
    - (i) All members must pay annual dues. Dues are payable semiannually, on June 15 and December 15.
    - (ii) A \$10.00 per month late fee will be assessed for unpaid dues postmarked after January 2 and July 1.
    - (iii) Dues will be prorated for both incoming and outgoing members if the payment date falls within 90 days of June 15 or December 15.
    - (iv) If a member has not paid his/her dues within thirty days of a due date, a registered letter will be sent stating that if the dues are not paid within thirty days, that membership in OHA is subject to termination and can result in removal of that member's horse.
    - (v) A \$100 non-refundable fee will be collected from all new members at the time of their approval by the Board as probationary members.
- 5) Other Rules Pertaining to Proprietary Membership
- (a) A proprietary member who has requested space for a second horse and is next in line for such a vacancy (according to the member waiting list) will be offered the first available space.
  - (b) No proprietary member may keep more than two horses in the pasture.
  - (c) A junior member is a member less than twenty-one years of age, who is included in his/her parent(s)' membership. When a junior member reaches the age of twenty-one, has his/her own residence and own horse in the pasture (in an existing family space), it shall be required that s/he apply for Proprietary Membership or submit to the Board reasons why s/he should not be required to join. Such reasons will be reviewed annually by the Board to determine their continued applicability.

## **B) Probationary Proprietary Membership**

- 1) There are two types of probationary proprietary membership:
  - (a) There is a one-year probationary period for new proprietary members, calculated from the date of arrival of their horse. At the end of the year, the request for permanent proprietary membership comes before the Board and is decided on a case-by-case basis by a Board majority. The Board has the authority to extend the probationary period beyond one year.
  - (b) Proprietary members may be put on probation by the Board as a disciplinary measure for violation of the Rules or failure to fulfill responsibilities of membership. The length and terms of the probationary period are set at the discretion of the Board.
- 2) The privileges and responsibilities of probationary membership are the same as for proprietary members, as listed above in II. A. 3. through II. A. 5, with the following exceptions:
  - (a) Probationary members may not vote. They may participate in informational polls of the membership that are not votes.
  - (b) Probationary members may not serve on the Board.
  - (c) Probationary members may not add their name to the second horse list.

## **C) Associate Membership**

- 1) Criteria for Associate Membership
  - (a) The criteria are the same as the required criteria noted above for Proprietary membership.
- 2) Privileges of Associate Membership
  - (a) Associate Members will have all the rights and privileges of Proprietary members except where stated and not including the rights to vote in general elections, serve on the Board, board their own horse in the pasture, or have Riding Partners.
  - (b) Associate members may ride their own horses at OHA if they provide the current OHA secretary with a declaration of up-to-date vaccination for the horse
- 3) Responsibilities of Associate Membership
  - (a) Following acceptance by the Board and prior to receiving a key, the Associate member will sign a liability form for each member of his or her immediate family that will be present at OHA.
  - (b) Fees
    - (i) Associate Members will pay an annual fee of fifty dollars to the Association upon joining unless the payment date falls within 90 days of June 15<sup>th</sup>, in which case the payment will be pro-rated, then paid every June 15<sup>th</sup> following.
    - (ii) Associate Members will be subject to a \$10 per month late fee if the annual fee is not paid on time.
    - (iii) No refund of the annual fee or any portion thereof will be made under any circumstances.
  - (c) The Associate Member is responsible for completing six (6) work hours per year of work done on the property. These six hours are separate from, and in addition to, any work performed on behalf of, or claimed by, the Proprietary Member with whom they are associated.
- 4) Other Rules Pertaining to Associate Membership
  - (a) Proprietary Members are responsible for supplying their Associate Members with a copy of the Rules and ensuring the Associate's compliance with them. Associate members, although in personal contract with an individual Proprietary member, must abide by all Rules of OHA.
  - (b) Members may not request Associate Membership status for the owner of a horse that the Proprietary Member is leasing.

#### **D) Honorary Membership**

- 1) The Board may, at its discretion, designate an individual as an Honorary member. An Honorary member is typically a former Proprietary member or an individual who provides services to OHA on a voluntary basis.
- 2) The privileges of an Honorary member are limited to access to OHA property, holding of a key and attendance at meetings. An Honorary member is not required to pay membership fees, perform herd feedings or work hours, cannot keep a horse at OHA, may not vote and may not serve on the Board. An Honorary member is responsible for following all OHA Rules except as noted herein.

#### **E) Professional Associate Membership**

- 1) Criteria for Professional Associate Membership
  - (a) Veterinarians and farriers may apply for this category of membership. In addition, the proposed member must meet the following criteria:
    - (i) Proof of professional liability coverage. Membership will be terminated immediately upon cancellation or expiration of the coverage.
    - (ii) The proposed member will have worked at the pasture on a regular basis for six months prior to consideration for Professional Associate Membership.
    - (iii) The proposed member will have worked consistently for at least three members of OHA.
- 2) Privileges of Professional Associate Membership
  - (a) Privileges are limited to the ability to carry out professional horse care duties, with or without the presence of a Proprietary or Associate Member.
  - (b) A veterinarian or farrier does not have to be a Professional Associate Member to work on horses at the pasture. However, if s/he is not a Professional Associate Member, s/he must be accompanied at all times by an OHA member.
- 3) Responsibilities of Professional Associate Membership
  - (a) The proposed new member will agree to abide by all Rules of Orinda Horsemen's Association, and will sign a Release of Liability form.
  - (b) Any persons accompanying the Professional Associate Member who are not covered by the member's professional liability insurance must remain on the public roadway at all times.
  - (c) Work Hours: There is no work hour requirement for this category of membership.

#### **F) Riding Partner Membership**

- 1) Criteria for Membership
  - (a) Any person interested in riding with an OHA Proprietary Member may apply.
  - (b) The Board maintains the authority to approve, deny or revoke Riding Partner Membership.
  - (c) A Proprietary Membership may not have more than three (3) Riding Partners.
- 2) Privileges of Membership
  - (a) The right to access the OHA pasture, when accompanied by an OHA Proprietary Member. The Riding Partner may ride a horse belonging to an OHA member, or bring his or her own horse to the pasture for the purpose of riding.
  - (b) Riding Partners bringing their own horses to the pasture are not be allowed to keep their horses at OHA overnight.
  - (c) Riding Partners may accompany a Proprietary Member during feeding of the herd, but a Riding Partner may not substitute for one of the two members required to feed the herd.
- 3) Responsibilities of Membership
  - (a) The Riding Partner agrees to abide by all Rules of OHA, and signs a Release of Liability form.

- (b) The Riding Partner membership is an annual membership. The Riding Partner member will pay \$25 annual dues to OHA on date of acceptance and on each June 15<sup>th</sup> thereafter. Dues will not be pro-rated.
  - (c) Fees and signed Release of Liability forms must be received by the Secretary prior to the Riding Partner being allowed on the property.
  - (d) Riding Partner Members are not given keys to the pasture gates.
  - (e) There is no work hour requirement for this membership category.
- 4) Temporary Riding Partners: The riding partner fee will be waived for a temporary riding partner, who will be allowed up to 2 visits to the pasture per calendar year. Signed Release of Liability forms for Temporary Riding Partners are to be put in the binder in the white shed. All other rules regarding application, privileges and responsibilities that apply to other riding partners will apply to temporary riding partners.

#### **IV) NON-MEMBERS**

- A) Per EBMUD regulation, no person who is not a member of OHA is allowed on the property leased by OHA from EBMUD, with the exception of persons hired to perform work directly associated with the care of horses (e.g. veterinarians and farriers) or maintenance of the pasture.

#### **V) HEALTH CARE**

- A) All Proprietary Members are required to ensure the good health of their horses, including providing necessary supplemental feeding, hoof care, preventive care such as vaccinations and worming, and veterinary care in the event of illness or injury.
- B) Minimum preventive health care standards required by OHA include worming four times a year and immunizations twice a year.
- C) At least once a year, members shall have a veterinarian or equine dentist check the condition of their horse's teeth. This may be done by the veterinarian at the vaccination clinics.

#### **VI) WORK HOURS AND PASTURE MAINTENANCE**

- A) Each Proprietary Membership (individual or family) and Associate Membership is required to complete a specified number of work hours towards the maintenance or improvement of the pasture each year.
  - 1) The definition of activities that count as work hours is at the discretion of the Board. At the Board's request, members may receive work hours for administrative tasks such as telephoning members with timely information, attending community meetings on behalf of OHA, or completing necessary paper work. The Board may set limits on the number of work hours each member may claim for a particular administrative project. See OHA Procedures.
  - 2) Upon Board approval, work done as part of organized trail building or maintenance in the local regional parks, such as the annual California Trail Days, may be credited towards the work hour requirement.
- B) Currently, 25 work hours are required each year from each proprietary and probationary membership with one horse and 40 from each proprietary and probationary membership with two horses.
  - 1) Of that total, ten hours must be physical work on the property performed by the proprietary/probationary member(s), although Board members are not subject to this requirement.

- 2) Each Associate membership is required to complete a minimum of 6 hours per year. The hours must be done on property maintenance, unless the Board specifically allows hours to be completed on an administrative (off-pasture) project. These six hours must be separate from and in addition to any work performed on behalf of, or claimed by, the Proprietary Member with whom they are associated.
  - 3) At its discretion, the Board may grant exceptions to the work hour requirement for a member experiencing health issues resulting in temporary disability.
- C) The number of work hours required may be changed by the Board.
  - D) If a membership has not worked the required number of hours, the membership will owe the association \$15 per hour for each hour they are short of their required work hours.
  - E) If a member terminates their membership during the year, the member will be required to complete a pro-rated number of work hours based on the percentage of the year they were a member, and will owe the same based on that adjusted total, if not completed.
  - F) Work hours must be completed by October 1 of each year, unless otherwise decided by the Board. Completed work hours must be recorded in the work hours book, including a description of the work and the date completed. The work hours book is kept in the white shed.
  - G) Work hours may not be gifted, traded, bartered or bought and sold between members; however, an Associate Member or Riding Partner may complete hours on behalf of the Proprietary Member who supervises him/her. Proprietary and Probationary members are required to personally complete at least 50% of their work hours. Members should notify the Board in advance if they anticipate a problem meeting this minimum. Failure to meet this minimum for 2 consecutive years could result in termination of membership, subject to review by the Board.

## **VII) FEEDING**

- A) Each Proprietary Membership (individual or family) must participate in the supplementary feedings of the herd.

## **VIII) MONIES**

- A) The fiscal year extends from October 1 - September 30.
- B) The Treasurer is responsible for all financial records, and for receipt and disbursement of Association funds. See outline of officer's duties, section I.
- C) For the fees associated with each type of membership, see the section on Responsibilities of Membership under each membership category description above.
- D) Money to be spent by members on pasture maintenance, supplies or improvement projects in the amount of \$75.00 or more must be approved in advance by the Board in order to be reimbursable.

## **IX) CHANGES OF HORSES**

- A) Any removal of horses from or addition of horses to the pasture must be made known to the Association, especially to the members of the Board. Changes of horses will be noted in the minutes.
- B) All new incoming horses must have a vet check before arrival at the pasture, including all vaccinations listed in the Health Care section of these Rules, worming and overall certification of good health. A Horse Health form must be completed and filed with the Secretary.
- C) New horses will be confined in a stall or paddock for a minimum of two weeks. The Pavilion Corral is the preferred location for confinement. During the second week horses may be introduced to the herd for

short periods of time while the member is present and supervising the herd. Horses may be ridden in the pasture during the confinement period.

- D) When assigned a space, a member will fill it within six months. If an existing member vacates a horse space for any reason, it must be refilled with his or her own horse within one year from the date vacated or the member forfeits the space.
- E) A proprietary member may lease other members' vacant spaces for a maximum of one year out of a 24 month period, provided the member has no more than 2 horses in the pasture at any time. A member with a vacant space may lease it to other members for a maximum of one year out of a 24 month period. If there are extenuating circumstances requests for consideration and an exception may be submitted to the board.
- F) Members may keep their horse(s) elsewhere, or have an empty space, for up to 12 consecutive months; however, the member must have a horse occupying their space, and on the pasture, for at least 12 of every 24 months.
- G) The Board may, at its discretion, request removal of a horse from the property, for example if a horse poses a danger to members of the Association, other horses, or the property. If the Board decides that a horse must be removed, the Board will send the member written notice by certified mail to remove the horse within 30 days.

## **X) DOGS**

- A) Dogs must be kept on a leash on all property leased by OHA, with the exception of the following areas:
  - 1) The saddling area and corrals
  - 2) The paved road
  - 3) The fire road leading from the bar gate on the Orinda side of El Toyonal straight up to the Seaview Trail
- B) No dogs are allowed under any circumstances near or around the pond in the Upper Pasture.
- C) Dogs are not allowed on other EBMUD lands except where EBMUD rules permit.

## **XI) SAFETY**

- A) Smoking, camping, hunting, shooting, fishing, swimming and littering are prohibited. Use or possession of alcoholic beverages is prohibited.
- B) Minor members (i.e., members under 18 years of age) must be supervised by an adult member at all times. For minors over the age of 14, the presence of a responsible adult on OHA property will suffice. Children under the age of 14 shall be under "direct" supervision, i.e. within the sight and hearing of an adult.
- C) Only mares and geldings may be boarded on the pasture. Stallions are not allowed.

## **XII) BOARD ACTION UPON VIOLATION BY MEMBER OF RULES**

- A) All members of OHA are expected to honor these Rules at all times.
- B) The by-laws of the Association empower the Board to enforce the Rules.
- C) Members violating the Rules will be notified of potential Board action in the following manner:

- 1) At the initial violation, the Board, or a representative appointed by the Board, will discuss the violation with the member. In addition, the Board shall document the discussion of the violation in writing and send a copy via certified mail to the member.
- 2) The second time a member violates the Rules, the Board will send a written warning via certified mail, to the member. The letter will inform the member that if the Rules are not followed, action will be taken against the member.
- 3) The third time a member violates the Rules, at its discretion, the Board will decide on an appropriate action, which may include, probation, termination of membership and removal of the member's horse(s). The Board will notify the member of the action by letter sent certified mail.
- 4) At any time the member may request a meeting with the Board or Board representatives to contest the violation of the Rules.

### **XIII) TERMINATION OF MEMBERSHIP**

- A) The Board may terminate an individual's membership at its discretion, upon agreement of 60% of the Board members. Actions which may be cause for termination of membership may include but are not limited to:
  - 1) The member was cited for violation of EBMUD *Watershed and Recreation Rules and Regulations*, federal, state or county laws or regulations for activities taking place on OHA property.
  - 2) The member was cited by any government animal protection agency for ill-treatment of any horse or other animal.
  - 3) The member violated the Rules or Procedures concerning Horse Health, which seriously endangered the health or life of a horse at the pasture
  - 4) Is three months delinquent in payment of dues.
  - 5) Fails to meet the requirements of the Rules pertaining to Work Hours and Pasture Maintenance.
  - 6) Fails, after notice from the Board, to remove a horse that is consistently destructive to the pasture facilities.
  - 7) Performs acts that jeopardize horses or other people.
- B) If an individual whose membership has been terminated chooses to pursue the grievance procedures in section XIV below, the Board may, at its discretion, specify which privileges of membership will be allowed to continue during the completion of the grievance process. For example, the Board may disallow the individual and his/her family members access to the property and may require removal of the individual's horse(s).

### **XIV) GRIEVANCE PROCEDURES**

- A) Disputes Between Members
  - 1) All members are encouraged to resolve disputes among themselves through rational, cooperative communication.
  - 2) If a dispute persists, the following actions shall be taken to achieve resolution.
  - 3) Members will contact the President to act as mediator of the dispute.
  - 4) If a solution or compromise cannot be obtained through mediation, members will request time at a Board meeting for discussion of the issue.

- 5) In a subsequent executive session held within 10 days of the Board meeting, the Board will discuss and vote on a resolution to the dispute. If the resolution affects all members, the Board shall publish the resolution to all OHA members. If the resolution affects less than all members, the Board shall notify the individual members in writing sent by certified mail. If the member(s) do not accept the resolution, they may follow the steps for Dissatisfaction with Board Action, below.
- 6) A Board member shall recuse him or herself from voting on any resolution in which his/her impartiality might reasonably be questioned or where he/she has a personal bias or prejudice concerning the dispute, or when he/she or a member of his or her immediate family has a financial or personal interest in the outcome of the proceeding.

B) Dissatisfaction with Board Action

- 1) A member dissatisfied with an action of the Board must comply with the action while following the steps outlined in this section.
- 2) A member dissatisfied with an action of the Board may attend a Board meeting to appeal the Board's action.
- 3) If the Board denies the appeal, the member may request a vote of the General Membership. In order to call a special vote of the General Membership, at least two-thirds of the proprietary members (not including Board members) must agree that the issue merits a vote of the General Membership within 30 days of the date the Board denied the appeal. The member who brought forward the issue is responsible for polling the membership. Documentation of the poll shall be provided to the Board by the polling member (including names and responses of the respondents).
- 4) If two-thirds of the General Membership (not including Board members) do not concur that a special vote is warranted, the Board's decision is final.
- 5) Any decision made by the General Membership to revoke a Board action must be passed by two-thirds of proprietary members, including Board members, by closed ballot.

C) Arbitration of Disputes Between Members

- 1) If any dispute between members remains unresolved after exhaustion of the dispute resolution procedures described in this Section XIV, the dispute shall be resolved through binding arbitration, and not by court process. The arbitration shall be in Contra Costa County and be conducted under the rules of, and administered by, the American Arbitration Association in accordance with its arbitration rules for decision by a single arbitrator. Judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof. The laws of the State of California shall apply in any arbitration. The single arbitrator shall be chosen by mutual agreement of the parties. If the parties are unable to agree, each shall choose one arbitrator, and the two chose shall select a third who shall serve as the arbitrator. The filing of a judicial action for an order of attachment, an injunction, or other provisional remedies, shall not constitute a violation of the requirement to arbitrate under this provision.

D) Arbitration of Disputes Between OHA and Members

- 1) Any dispute between a member or members and OHA arising out of, or relating to, the member(s) membership in OHA shall be resolved by binding arbitration, and not by court process. The arbitration shall be in Contra Costa County and be conducted under the rules of, and administered by, the American Arbitration Association in accordance with its arbitration rules for decision by a single arbitrator. Judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof. The laws of the State of California shall apply in any arbitration. The single arbitrator shall be chosen by mutual agreement of the parties. If the parties are unable to

agree, each shall choose one arbitrator, and the two chose shall select a third who shall serve as the arbitrator. The filing of a judicial action for an order of attachment, an injunction, or other provisional remedies, shall not constitute a violation of the requirement to arbitrate under this provision.