

Orinda Horse Association

["OHA" or "the Association"]

Rules of Conduct and **Membership Procedures**

["Rules" or "OHA Rules"]

["Procedures" or "OHA Procedures"]

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This edition replaces all previous editions*

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I OHA CULTURE, VALUES, AND BEHAVIORS

I.A Culture, Values and Guiding Principles

I.A.1 **MISSION STATEMENT:** The Orinda Horse Association Members are dedicated to fostering a vibrant, inclusive, and responsible equestrian community. Our mission is to promote the enjoyment, education, and preservation of horseback riding and equine activities, and to advocate for the stewardship of watershed land, open spaces, trails, and the natural environment. We strive to create a safe and supportive environment for horse people of all ages and skill levels, celebrate the relationship and bonds between horses and people, and ensure the legacy of the equestrian tradition for future generations. Through community engagement, education, and advocacy, we aim to strengthen the connection between horses, riders, and the local community, enriching the cultural and recreational fabric of the East Bay.

I.A.2 Membership Guiding Principles:

- I.A.2.a Members uphold reasonable standards of safety for horses and people, and reasonable standards for horse care, welfare and training practices in the context of diverse equestrian disciplines and a natural pasture environment.
- I.A.2.b OHA members value opportunities to improve their knowledge of and skills with horses.
- I.A.2.c OHA practices sustainable horse-keeping and land management to protect the pasture and contribute to the long-term health of our horses and the surrounding ecosystems.
- I.A.2.d Mutual support among members and responsible collaboration in problem solving are key to upholding the values of OHA.
- I.A.2.e OHA members are committed to achieving the success of the organization through their own individual contributions.
- I.A.2.f OHA is inclusive, and members are welcoming to individuals from diverse backgrounds and experience levels.
- I.A.2.g OHA members are encouraged to stay adaptable and open to new ideas to continuously improve and evolve with the needs of the community.
- I.A.2.h OHA members are encouraged to broaden OHA's reach outside of the current membership through community building events and partnerships.

I.B Behavioral Expectations Of All Members

I.B.1 **Assume Positive Intent:** Assuming positive intent means approaching situations and interactions with the belief that others are acting with good intentions, even if their words or actions seem challenging or off putting at first. Here are some ways to practice it:

- I.B.1.a Pause and Reflect: When someone says or does something that feels negative, take a moment before reacting. Consider that there might be a misunderstanding or other factors influencing their behavior that you're not aware of.
- I.B.1.b Ask Questions: Instead of jumping to conclusions, ask clarifying questions to understand their perspective. For example, say, "Could you tell me more about what you meant by that?" This helps uncover their true intent and keeps the conversation open.
- I.B.1.c Avoid Making Negative Assumptions: Remind yourself that you don't know the full story. Rather than assuming a negative motive, challenge yourself to think of neutral or positive reasons behind their behavior. Assume that owners are in the best position to make decisions regarding their own horse(s) even when their approach may not entirely align with yours.
- I.B.1.d Reframe the Situation: If you're feeling frustrated, try to reframe the situation. Instead of "They're being difficult," try "Maybe they're under stress or facing a challenge I don't know about."
- I.B.1.e Practice Empathy: Put yourself in their shoes. Imagine what might be driving their actions from a place of empathy. This helps cultivate understanding and softens your reaction.
- I.B.1.f Focus on the Big Picture: Remind yourself of your relationship or goal with the person. Remember your shared goals and focus on solutions rather than conflicts.
- I.B.1.g Practice Self-Awareness: Sometimes, our own stress or assumptions can cloud our judgment. Notice your triggers and try to separate them from the other person's intentions. Consider if you are being respectful of others' personal and physical boundaries.
- I.B.1.h Set a Positive Tone: Model the behavior you want to see. If you approach situations with kindness and patience, others are likely to respond similarly.
- I.B.1.i Assuming positive intent, curiosity, and empathy can create more trust, reduce misunderstandings, and improve communication in personal, professional, and horse relationships.

II MEMBERSHIP (See OHA Bylaws Article II)

- II.A There are two classes of membership, 1) Proprietary Membership (Voting Membership), and 2) Nonvoting Membership, which includes several classes.
- II.B Outlined below are qualifications for membership, membership application steps and approval process, criteria for evaluation of membership application, and the rights and obligations of membership.
- II.C All members are required to follow OHA Rules of Conduct and Membership Procedures.

II.D A member in good standing is a member who has paid all dues, fees, and assessments owed, has met their work hours requirements, has not been subject to disciplinary action in the previous 12 months, and whose membership has not been terminated.

II.E PROPRIETARY MEMBERSHIP

II.E.1 Definition. A Proprietary Member is a voting member in good standing who has been approved for full membership by the Board following the satisfactory completion of the application process and Trial Period. Subject to Board approval in a particular case, Proprietary Membership may be held jointly by two individuals, provided that each individual in the Joint Membership has been separately approved for admission by the Board.

II.E.2 Qualifications necessary to apply for, to be approved for, and to maintain Proprietary Membership.

II.E.2.a Must be at least 21 years of age.

II.E.2.b Must have health insurance.

II.E.2.c Must not have a spouse, domestic partner, or immediate family member living in the same household who is an OHA Proprietary Member, except in the case of Joint Membership.

II.E.3 Steps necessary to apply for Proprietary Membership and Approval Process.

II.E.3.a Applicant must submit an Application for Proprietary Membership, including at least two non-OHA references.

II.E.3.b Applications that meet basic criteria for membership will be placed on a waitlist for Proprietary Membership. If a horse space becomes available, the Applicant who is next on the waitlist will be invited to an interview with the OHA Membership Committee.

II.E.3.c Applicant must attend an interview with the OHA Membership Committee, after which, the OHA Membership Committee may forward the application to the Board with a recommendation to approve or deny the application.

II.E.3.d If the Board invites the Applicant for an application interview, Applicant must attend an OHA Board Meeting for membership application review.

II.E.3.e The Board may approve or deny the application. The Board's decision regarding the Proprietary Membership application is final.

II.E.3.f Upon approval by the Board, Applicant must pay member dues to the OHA Treasurer, as designated in the OHA Rules (proposed section to condense all member payment info in one location) Section V, Dues, Fees, and Assessments, including a \$100 non-refundable fee. The Applicant must also submit a signed current membership agreement,

a signed current liability waiver form, signed current liability waiver forms for each member of their immediate family who will be accessing OHA property, as designated in OHA Membership Procedures, Section No. 1, Membership Agreement and Liability Waiver Form Procedure. [Membership Agreement; Release and Waiver of Liability, Assumption of Risk, and Indemnification Agreement.](#)

- II.E.3.g Upon submission of required dues, fees, and forms, Applicant becomes a Trial Proprietary Member, is assigned a Proprietary Member Mentor, and receives a key to the facilities.
- II.E.3.h A one-year minimum mandatory Trial Period begins upon the arrival of a Trial Proprietary Member's horse at OHA facilities. During the Trial Period, all rights and obligations of Proprietary Membership extend to the Trial Proprietary Member except the rights to vote, serve on the board.
- II.E.3.i A Trial Proprietary Member becomes a Proprietary Member, subject to majority approval by, and at the discretion of, the Board, after the successful completion of the full Trial Period in good standing. The Board may extend a Trial Proprietary Member's Trial Period at its discretion.
- II.E.4 Criteria upon which Proprietary Membership applications will be evaluated.
 - II.E.4.a The OHA Membership Committee and the Board will take into consideration the following criteria:
 - II.E.4.a.i Applicant must have the ability and willingness to perform all required work hours and herd feedings.
 - II.E.4.a.ii Applicant must have an ability and willingness to partake in a cooperative environment, including, among other things: 1) conducting themselves in a respectful, honest, and accountable way with other members especially when resolving a conflict or disagreement; 2) participating in OHA-related activities and responsibilities, such as facility maintenance, work parties and serving on the board; and 3) taking active steps to create a positive, energetic, friendly and safe atmosphere at OHA.
 - II.E.4.a.iii Applicant must have basic competency in safely handling and caring for horses, and an understanding of what to do in a horse emergency.
 - II.E.4.a.iv Applicant's horse(s) must be in good health, be able to maintain good health primarily on pasture, and must not be likely to be consistently destructive to OHA pasture facilities or a threat to the health or safety of other horses

or humans.

- II.E.4.a.v Applicant should live or work within 25 miles of the pasture.
- II.E.4.a.vi Except in Joint Membership applications, applicant must be the sole owner or lessee of the horse(s) brought to the pasture.
- II.E.4.a.vii Own no more than two horses with which they are actively involved.
- II.E.4.a.viii Applicant should commit to seeing their horse(s) at least weekly and be actively involved in horse(s)' care and maintenance.

II.E.5 Rights and Obligations of Proprietary Membership.

II.E.5.a Rights of Proprietary Membership

- II.E.5.a.i Right to keep one horse, or up to two horses, at OHA. No Proprietary Member or Joint Membership may keep more than two horses at OHA.
- II.E.5.a.ii Use of OHA property and facilities. This right may be shared with the Proprietary Member's immediate family members.
- II.E.5.a.iii Voting as allowed by OHA Bylaws. Joint Membership is limited to one vote, which may be cast by either one of the two Joint Members.
- II.E.5.a.iv Eligibility to serve on the Board.
- II.E.5.a.v Eligibility to supervise an Associate Member.
- II.E.5.a.vi A Proprietary Member who has requested space for a second horse and is next in line for such a vacancy according to the second horse waiting list will be offered the first available space.

II.E.5.b Obligations of Proprietary Membership (See OHA Bylaws Article II.05, II.06).

- II.E.5.b.i Dues, Fees, and Assessments. Proprietary Members must keep dues payments current, as designated in the OHA Rules (proposed section to condense all member payment info in one location) Section V, Dues, Fees, and Assessments. A Proprietary Membership shall automatically terminate thirty days after such member is sent written notice that such member is three or more months delinquent in payment of dues, fees, or

assessments (if any). A Proprietary Member may avoid such termination by paying the amount of delinquent dues, or fees, or assessments (if any), together with any interest thereon, within such thirty-day period. A majority vote of the Proprietary Members may void such termination by establishing a payment plan for delinquent dues, or fees, of assessments (if any).

- II.E.5.b.ii Membership Agreement and Liability Waiver. Proprietary Members must keep on file with OHA a signed current membership agreement and a signed current liability waiver form on file, as designated in OHA Membership Procedures, Section No. 1, Membership Agreement and Liability Waiver Form Procedure. Proprietary Members must keep on file with OHA a signed current liability waiver form for each of their family members who access OHA property and a signed current membership agreement for each family member who uses OHA property while not accompanied by a Proprietary Member, as designated in **OHA Membership Procedures, Section No. 1, Membership Agreement and Liability Waiver Form Procedure**. [Membership Agreement; Release and Waiver of Liability, Assumption of Risk, and Indemnification Agreement](#).
- II.E.5.b.iii Horse Health. Proprietary Members must maintain the good health of their horse as designated in **OHA Rules, Section II, Horse Health**. Prior to placing a horse at OHA, Proprietary Members must complete an [OHA Horse Health Form](#) attesting that the horse satisfies the basic health criteria set by OHA and must provide a separate written certification of good health from a licensed veterinarian. Proprietary Members must follow OHA protocol upon the horse's arrival at OHA, as designated in the **OHA Rules Section VI, Introduction and Removal of Horses**.
- II.E.5.b.iv Work Hours. Proprietary Members are required to perform a specified number of work hours per year as designated in the **OHA Rules Section III, Work Hours**.
- II.E.5.b.v Supplemental Herd Feedings. Proprietary Members are required to participate in a designated amount of supplemental herd feeding sessions as designated in the **OHA Rules Section Error! Reference source not found., Herd Feeding**.
- II.E.5.b.vi A Proprietary Member with Board approval to supervise

an Associate Member is responsible for supplying their Associate Member with a copy of the Rules of Conduct and Membership Procedures, and is responsible for ensuring the Associate Member's compliance with them.

II.E.5.b.vii Proprietary Members must adhere to OHA Rules of Conduct and Membership Procedures.

II.E.6 Other Rules Pertaining to Proprietary Membership.

II.E.6.a Proprietary OHA members, who after years of membership, decide to leave OHA (in good standing) and then later want to rejoin will be given priority over others on the new member wait list. These folks will take priority over new prospective members, but not over the second horse list.

II.F NONVOTING MEMBERSHIP CLASSES

II.F.1 Trial Proprietary Membership

II.F.1.a There is a one-year trial period for new Proprietary Members, calculated from the date of arrival of their horse(s). 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 trial period beyond one year.

II.F.1.b The rights and obligations of Trial Proprietary Members are the same as for Proprietary Members, as listed above in II.E.3 through II.E.5, with the following exceptions:

II.F.1.b.i Trial Proprietary members may not vote. They may participate in informational polls of the membership that are not votes.

II.F.1.b.ii Trial Proprietary members may not serve on the Board.

II.F.2 Associate Membership

II.F.2.a Definition. An Associate Member is a nonvoting member in good standing who has been approved for membership by the Board following the satisfactory completion of the application process.

II.F.2.b Qualifications necessary to apply for, to be approved for, and to maintain Associate Membership.

II.F.2.b.i Must be at least 21 years of age.

II.F.2.b.ii Must have health insurance.

II.F.2.b.iii Must not own a horse that a Proprietary Member is leasing.

- II.F.2.b.iv Must be sponsored by a Proprietary Member in good standing.
- II.F.2.c Steps necessary to apply for Associate Membership and Approval Process.
 - II.F.2.c.i Associate Members are chosen by an individual Proprietary Member. Requests for Associate Membership must be made in writing to the Board by the Proprietary Member, and by the proposed Associate Member by submitting an [Application for Associate Membership](#).
 - II.F.2.c.ii Applicant must attend an interview with the OHA Membership Committee, after which, the OHA Membership Committee may forward the application to the Board with a recommendation to approve or deny the application. The proposed Associate Member will be interviewed by the Board prior to approval. The Board will approve or deny Associate Membership on a case by case basis, and the Board's decision regarding the Associate Membership application is final.
 - II.F.2.c.iii Upon approval by the Board, Applicant must pay member dues to the OHA Treasurer, as designated in the OHA Rules Section V, Dues, Fees, and Assessments. The Applicant must also submit a signed current membership agreement, a signed current liability waiver form, signed current liability waiver forms for each member of their immediate family who will be accessing OHA property.
 - II.F.2.c.iv Upon sponsorship by a Proprietary Member and submission of required dues and forms, [Membership Agreement; Release and Waiver of Liability, Assumption of Risk, and Indemnification Agreement](#), Applicant becomes an Associate Member, is assigned a Proprietary Member Mentor, and receives a key to the facilities.
 - II.F.2.c.v Associate Membership will be renewable annually, subject to review by the Board at the end of each fiscal year.
- II.F.2.d Criteria upon which Associate Membership applications will be evaluated.
 - II.F.2.d.i The new-member interview committee and the Board will take into consideration the following criteria:
 - II.F.2.d.i.1 Applicant must have the ability and willingness to perform all required work hours. See OHA Rules Section IV, WORK HOURS AND PASTURE

MAINTENANCE. Applicant must have an ability and willingness to partake in a cooperative environment, including, among other things: 1) conducting themselves in a respectful, honest, and accountable way with other members especially when resolving a conflict or disagreement; 2) participating in OHA-related activities and responsibilities, such as facility maintenance and work parties; and 3) taking active steps to create a positive, energetic, friendly, and safe atmosphere at OHA.

II.F.2.d.i.2 Applicant must have basic competency in safely handling and caring for horses, and an understanding of what to do in a horse emergency.

II.F.2.e Rights and Obligations of Associate Membership.

II.F.2.e.i Rights of Associate Membership

II.F.2.e.i.1 Use of OHA property and facilities. This right may be shared with the Associate Member's immediate family members.

II.F.2.e.i.2 Former Associate Members must follow the new member application process to restore Associate Membership.

II.F.2.e.i.3 Former Associate Members must follow the new member application process to restore Associate Membership.

II.F.2.e.i.4 Supplemental Herd Feedings: Associate Members may participate in supplemental herd feedings as designated in the **OHA Rules Section IV, Herd Feeding**.

II.F.2.e.ii Obligations of Associate Membership.

II.F.2.e.ii.1 Dues, Fees, and Assessments. Associate Members must keep dues payments current, as designated in the OHA Rules Section V, Dues, Fees, and Assessments. An Associate Membership shall automatically terminate thirty days after such member is sent written notice that such member is three or more months delinquent in payment of dues, fees, or assessments (if any). An Associate Member

may avoid such termination by paying the amount of delinquent dues, or fees, or assessments (if any), together with any interest thereon, within such thirty-day period. A majority vote of the Proprietary Members may void such termination by establishing a payment plan for delinquent dues, or fees, of assessments (if any).

- II.F.2.e.ii.2 Membership Agreement and Liability Waiver. Associate Members must keep on file with OHA a signed current membership agreement and a signed current liability waiver form, as designated in OHA Membership Procedures, Section No. 1, Membership Agreement and Liability Waiver Form Procedure. Associate Members must keep on file with OHA a signed current liability waiver form for each of their family members who access OHA property and a signed current membership agreement for each family member who uses OHA property while not accompanied by an Associate Member, as designated in OHA Membership Procedures, Section No. 1, Membership Agreement and Liability Waiver Form Procedure. [Membership Agreement; Release and Waiver of Liability, Assumption of Risk, and Indemnification Agreement.](#)
- II.F.2.e.ii.3 Work Hours. Associate Members are required to perform a specified number of work hours per year as designated in OHA Rules Section III, WORK HOURS AND PASTURE MAINTENANCE.
- II.F.2.e.ii.4 Associate Members must adhere to OHA Rules of Conduct and Membership Procedures.

II.F.3 Honorary Membership

II.F.3.a Definition. An Honorary Member is a nonvoting member in good standing who has been designated for membership by the Board.

II.F.3.a.i 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.

II.F.3.b Qualifications necessary to apply for, to be approved for, and to

maintain Honorary Membership.

II.F.3.b.i Must be at least 21 years of age.

II.F.3.b.ii Must have health insurance.

II.F.3.c Upon designation by the Board, Honorary Member must submit a signed current membership agreement, and a signed current liability waiver form. [Membership Agreement; Release and Waiver of Liability, Assumption of Risk, and Indemnification Agreement.](#)

II.F.3.d 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.

II.F.4 Professional Membership

II.F.4.a Definition. A Professional Member is a nonvoting member in good standing who is a licensed equine professional and has been approved for membership by the Board following the satisfactory completion of the application process.

II.F.4.b Qualifications necessary to apply for, to be approved for, and to maintain Professional Membership.

II.F.4.b.i Must be at least 21 years of age.

II.F.4.b.ii Must provide proof of personal health insurance.

II.F.4.b.iii Must provide proof of professional liability insurance to the OHA Secretary annually.

II.F.4.b.iv Must not own a horse that a Proprietary Member is leasing.

II.F.4.b.v Must have provided professional services over a duration of at least six months to at least three OHA members who recommend to the Board that Applicant be approved for Professional Membership.

II.F.4.c Steps necessary to apply for Professional Membership and Approval Process.

II.F.4.c.i Applicant must submit an Application for Professional Membership, including at least three OHA references.

II.F.4.c.ii Applicant must attend an interview with the OHA Membership Committee. The OHA Membership Committee may forward the application to the Board with a recommendation to approve or deny the application.

- II.F.4.c.iii If the Board invites the Applicant for an application interview, Applicant must attend an OHA Board Meeting for membership application review.
- II.F.4.c.iv The Board may approve or deny the application. The Board's decision regarding the Professional Membership application is final.
- II.F.4.c.v Upon approval by the Board, Applicant must submit a signed current membership agreement, a signed current liability waiver form, signed current liability forms for assistants, proofs of current personal health insurance, current professional license, and current professional liability insurance. [Membership Agreement](#); [Release and Waiver of Liability, Assumption of Risk, and Indemnification Agreement](#).
- II.F.4.c.vi Upon submission of required documents and forms, Applicant becomes a Professional Member for one year, is assigned a Proprietary Member Mentor, and receives a key to the facilities.
- II.F.4.c.vii Applicant must apply annually for Professional Membership approval. The Board may approve renewals without an interview.
- II.F.4.d Criteria upon which Professional Membership applications will be evaluated.
 - II.F.4.d.i The new-member interview committee and the Board will take into consideration the following criteria:
 - II.F.4.d.i.1 Applicant must have the appropriate professional license, ability and willingness to perform professional equine duties.
 - II.F.4.d.i.2 Applicant must have an ability and willingness to partake in a cooperative environment, including, among other things, conducting themselves in a respectful, honest, and accountable way with other members especially when resolving a conflict or disagreement.
 - II.F.4.d.i.3 Applicant must have basic competency in safely handling and caring for horses, and an understanding of what to do in a horse emergency.

II.F.4.e Rights and Obligations of Professional Membership.

II.F.4.e.i Rights of Professional Membership

II.F.4.e.i.1 Limited use of OHA property and facilities necessary to carry out professional horse care duties, with or without the presence of a Proprietary or Associate Member.

II.F.4.e.i.2 Limited use of OHA property and facilities by Professional Member's assistants who are covered under the Professional Member's liability insurance and who's presence is necessary for the Professional Member to carry out professional horse care duties.

II.F.4.e.ii Obligations of Professional Membership.

II.F.4.e.ii.1 Professional Members must keep their professional license and liability insurance current and on file with the OHA Secretary. Membership will terminate automatically upon cancellation or expiration of professional liability insurance.

II.F.4.e.ii.2 Professional Members must keep on file with OHA a signed current membership agreement and a signed current liability waiver form, as designated in OHA Membership Procedures, Section No. 1, Membership Agreement and Liability Waiver Form Procedure. [Membership Agreement; Release and Waiver of Liability, Assumption of Risk, and Indemnification Agreement.](#)

II.F.4.e.ii.3 Work Hours: Professional Members are not required to perform a specified number of work hours.

II.F.4.e.ii.4 Dues, Fees, and Assessments. Professional Members are not required to pay annual dues, fees, or assessments.

II.F.4.e.ii.5 Professional Members must adhere to OHA Rules of Conduct and Membership Procedures.

III HORSE HEALTH CARE

III.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.

- III.B Minimum preventive health care standards required by OHA include worming according to a schedule determined by the Board and immunizations twice a year.
- III.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.

IV WORK HOURS AND PASTURE MAINTENANCE

- IV.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.
 - IV.A.1 III.A.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.
 - IV.A.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.
- IV.B As of September 24, 2023, 25 work hours are required each year from each proprietary and trial proprietary membership with one horse, 40 work hours are required from each proprietary and trial proprietary membership with two horses.
 - IV.B.1 Of that total, ten hours must be physical work on the property performed by the proprietary/ trial proprietary member(s), although Board members are not subject to this requirement.
 - IV.B.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.
 - IV.B.3 At its discretion, the Board may grant exceptions to the work hour requirement for a member experiencing health issues resulting in temporary disability.
- IV.C The number of work hours required may be changed by the Board.
- IV.D If a membership has not worked the required number of hours, the membership will owe the association the farm hand labor rate in the then current fiscal year AGP for each hour they are short of their required work hours.

- IV.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.
- IV.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.
- IV.G Work hours may not be gifted, traded, bartered or bought and sold between members; however, an Associate Member may complete hours on behalf of the Proprietary Member who supervises him/her. Proprietary and Trial Proprietary 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.

V HERD FEEDING

- V.A Each Proprietary Membership (single, Joint, and Trial) must participate in the supplementary feedings of the herd.
- V.B A Proprietary membership must complete at least 50% of their assigned feedings each season.
- V.C A new Trial Proprietary member must be "trained" by feeding at least once with 2 full members (e.g., 3 people feed) before taking on his/her assigned feedings. The new member will receive 1 work hour for participating in feeding training.
- V.D No work hours will be granted to an Associate Member for participating in feeding training OR for feeding on behalf of the Proprietary Member with whom they are associated (see OHA Rule C-3-c on page 5). An Associate Member may feed on behalf of a Proprietary Member; however, the Associate Member must train by feeding at least once with two full members before doing such a feeding.
- V.E An Associate Member may claim 45 minutes of work if they feed on behalf of a Proprietary Member who is not their sponsor, so long as there is no other Proprietary Member available and Proprietary Member pays \$10 fee for missed feeding.

VI MONIES

- VI.A For the fees associated with each type of membership, see the section on Responsibilities of Membership under each membership category description above.
- VI.B 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.

VII CHANGES OF HORSES

- VII.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.
- VII.B All new incoming horses must be in good health upon arrival at the pasture, as certified in writing by a licensed veterinarian that the horse is free of contagious disease and is serviceably sound to live on the pasture. The horse must be current on worming and all vaccinations listed in the Health Care section of these Rules, as certified by the vet or as proven by receipts of vaccine purchase. An [OHA Horse Health Form](#) available on the OHA website, must also be must be completed by the owner and filed with the Secretary.
- VII.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.
- VII.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.
- VII.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.
- VII.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.
- VII.G The Board may, at its discretion, request removal of a horse from the property if the Board has determined the horse to be consistently destructive to the OHA pasture facilities or that the horse is a threat to the health or safety of horses or humans.

VIII DOGS

- VIII.A On the lease, the following rules apply to dogs:
 - VIII.A.1 Dogs are allowed in the saddling area and into the pasture and must be leashed at all times, with the following exceptions:
 - VIII.A.1.a No dogs are allowed under any circumstances near or around the pond in the Upper Pasture
 - VIII.A.1.b Dogs are allowed off leash with a rider, from the gate adjacent to the Long's property up the hill to the Seaview Trail in Tilden Park. This is

the only section of the lease that dogs are allowed off leash.

VIII.A.1.c Dogs are allowed off leash on El Toyonal Road.

VIII.B Outside the leased area, club members are expected to abide by the same trail rules & regulations as any other person.

VIII.B.1 Must have a trail use permit to use EBMUD trails.

VIII.B.2 Dogs are allowed only on trails designated "allowable" for dog use, and dogs must be leashed when on EBMUD "allowable dog use trails."

IX SAFETY

IX.A Smoking, camping, hunting, shooting, fishing, swimming, and littering are prohibited. Use or possession of alcoholic beverages is prohibited.

IX.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.

IX.C Only mares and geldings may be boarded on the pasture. Stallions are not allowed.

IX.D The safety and well being of all our horses and members is of primary importance. Many safe practices are outlined in the Procedures, and if not defined, a safe practice is assumed to be reasonable horse and pasture management as determined by majority of the Board. If a member willfully or repeatedly does not follow safe management practices, The Board shall determine that member to be in violation of the Rules.

X TRAILERS

X.A Trailers may be parked at OHA for 7 consecutive days, but must be removed on the 8th day. Trailers can only be parked at OHA for a maximum of 21 days per month.

XI OHA DISPUTE RESOLUTION PROCEDURES

XI.A Disputes Between Members

XI.A.1 Direct communication. In keeping with OHA's cooperative environment, members commit to resolve disputes directly between themselves, and commit to communicating fairly with honesty, integrity, and with acceptance of each others' view points to create fair, mutually acceptable resolutions.

XI.A.2 Meet with Facilitators. Should a dispute persist after attempts at direct communication, members will take the following steps to resolve their dispute by meeting in the presence of facilitators.

XI.A.2.a Discuss the dispute in the presence of two neutral facilitators. As a commitment to the peaceful resolution of a dispute and dedication to strengthening the OHA community, members will designate a time to

meet in person in the presence of two other members willing to act as neutral facilitators, and take turns talking before the facilitators about the dispute, until they have successfully come to a consensus about the resolution of their dispute. Members will report to the Board the outcome of this process including any resolution of the dispute.

- XI.A.2.b Resources. Members bringing a dispute before two neutral facilitators are expected, before approaching the designated meeting, to familiarize themselves with nonviolent communication methods and are expected to make a strong personal commitment that the peaceful resolution of the dispute is in their own and OHA's best interest.
 - XI.A.2.b.i Sample resources on nonviolent communication may be found [here](#) (*How to Express Needs | Nonviolent Communication*, youtube) and [here](#) (*NVC for You & Me*, youtube).
- XI.A.2.c Facilitators. Members bringing the dispute are expected to arrange for two other OHA members, found to be neutral by both disputing members, to formally facilitate the discussion. If no facilitators are available, or if resolution cannot be reached, disputing members must move on to the next step (XI.A.3).
- XI.A.3 Mediation. Should the dispute persist after attempted resolution by meeting with facilitators, members will be responsible to engage an outside mediator at their own expense to assist them in crafting a resolution to their dispute. Members will report to the Board the outcome of this process including any resolution of the dispute. Members will be obligated to fulfill the obligations of an agreed upon resolution. Failure to fulfill such obligations will be considered a failure in a material degree to observe the OHA Rules of Conduct and Membership Procedures.
- XI.A.4 Arbitration. If any dispute between members remains unresolved after exhaustion of the dispute resolution procedures described above, the dispute must be resolved through binding arbitration, and not by court process, as described in Section XIII.02 of the OHA Bylaws.
- XI.A.5 Failure to follow the steps of this rule or taking measures not enumerated by this rule to resolve disputes may be considered a failure in a material degree to observe the OHA Rules of Conduct and Membership Procedures. See OHA Bylaws Section II.10.A.iii.