

# KAT BLACK EQUINE at LOS GATOS FARMS POLICIES & RULES

Attachment A of

**Kat Black Equine at Los Gatos Farms Horse Boarding Contract**

Operating Policies and Rules for Boarding Clients & Visitors at Los Gatos Farms

21000 Los Gatos Farms Drive, Los Gatos CA 95030

Established August 2023 by operator/manager Kat Black Equine LLC



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# KAT BLACK EQUINE AT LOS GATOS FARMS PHILOSOPHY

We strive to make Los Gatos Farms a professional, friendly place for the horses in our care and their human families. We operate on the philosophy of providing a peaceful, drama-free environment where our clients can enjoy time with their horses. We provide quality facilities and professional attention to the horses in our care, while leaving plenty of breathing room for boarders to enjoy whatever discipline they choose to practice with their horse without judgment.

We know that good communication is key in ensuring that everyone has a clear understanding of the policies and rules at the farm. These policies and rules are in place to minimize misunderstandings and to ensure that our customers know what to expect from our farm and our services.

Our website, [www.katblackequine.com/forms](http://www.katblackequine.com/forms) includes all other farm documents. Barn Manager Katherine Black can be reached at 408-691-3885 or [katblackequine@gmail.com](mailto:katblackequine@gmail.com) and can answer questions or discuss any concerns you have.

## 2 BOARD AT LOS GATOS FARMS

### 2.1 WHAT'S INCLUDED

Los Gatos Farms offers board managed by Kat Black Equine (KBE) which includes:

A stall, shared paddock, pasture space cleaned once daily.

- 3 days per week turnout, weather permitting, in small groups, unless specific arrangement has been made for private turnout. \*not offered to pasture boarded horses\*
- Water buckets are checked twice daily, emptied and refilled weekly and scrubbed once per month.
- Quality flaked grass/alfalfa hay fed based on horses weight, twice daily (maximum of 20 pounds total).
- Buckets aka daily feeding of Boarder-provided grain, supplements and oral medications\* administered as requested. (\* See "Supplements and Medications" section below)
- Use of barn, wash stalls, upper and lower riding arenas, and round pen.

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- Stalled horses are required to have shavings added and are charged an additional \$80 for 8 bags of shavings provided per month. Should your horse need more you will be billed at the end of the month for the additional bags added.

## 2.2 FARM-SUPPLIED EXTRAS

Our boarding rate is calculated based on a daily quantity of 1-2 flakes of hay per feeding, twice per day. A flake is estimated to be 5 pounds, however flakes can vary. Our staff weighs our flakes when a new delivery of hay arrives to be sure the serving weight of hay in that batch is handled properly.

If your horse requires a larger quantity of hay please contact Management to make arrangements. Extras will be billed monthly. Extras are to be coordinated with and fed/provided by farm staff. Do not “help yourself” to extras.

## 2.3 STALL ASSIGNMENTS

Horses are assigned stalls in the barn based on availability and how well they get along with neighbors. We do not guarantee any specific stall to any specific horse/owner, though we recognize that horses are creatures of habit and we try to minimize changes and disruption to their routine.

Each stall is equipped with a water bucket. Please keep your stall front neat and orderly. Each Boarder must provide a halter and lead rope that remains on the stall front when the horse is in their stall, so that it is readily available in the event of an emergency.

## 2.4 STALL REST & SPECIAL NEEDS

In the event that your horse requires stall rest or has other special needs, please discuss these needs with Management as soon as possible.

We will work with you to make sure we understand any special care that is required for your horse, and that both sides agree ahead of time on any extra supplies and care required, and whether the extras are to be owner-supplied or charged as extras. Depending on the duration and extent of the care required (changing bandages, administering medicines, hand-walking, etc.), we may be able to provide those services or the owner may be required to provide the extra care. Communication is the key to making sure we all have a clear understanding of the specific situation and if additional charges are warranted.

# 3 BOARDER-SUPPLIED EXTRAS

## 3.1 BRINGING YOUR OWN GRAIN/HAY/SHAVINGS

We strive to provide excellent quality hay for the horses in our care. We do not reduce board when owners supply different or additional hay. If you choose to provide your own hay for your horse you may, with prior approval of Management if in a shared paddock or pasture. We maintain a supply of shavings on site for an additional cost to board. 8 bags per month required for stalled horses (\$80 additional charge) with additional shavings available should you like your horses bedding thicker.

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Our storage space is limited, so we have to limit the quantities that we can store. If you provide grain and supplements for buckets, please provide a metal trash-can with a lid to keep bugs and mice out of the feed. Please limit the quantity at any one time to that which will fit in one trash-can. It is your responsibility to clearly mark all supplies you provide with your/horse's name, and to manage the inventory of your supplies. Please discuss with Management what you would like us to do in the event your supplies run out.

### 3.2 GRAIN, SUPPLEMENTS AND MEDICATIONS

KBE at Los Gatos Farms staff will administer boarder-provided supplements and medications that are added to your horse's grain, per specific instruction from the horse owners.

Please use the Grain, Supplements & Medications Form to provide clear, concise, written instruction (including medication/supplement names, doses, times of day, and duration of treatment) and go over those instructions with Farm Management. Please update written instructions in the event of any changes.

If your horse is on 5 or more supplements per feeding, please provide us with per-feeding baggies or SmartPacs. If your horse gets supplements that come in large feed bags (such as Outlast), please supply us with a 5-gallon bucket with a tight-fitting lid labeled with your horse's name.

KBE at Los Gatos Farms staff will NOT administer injections.. KBE at Los Gatos Farms is not responsible for ensuring that your horse consumes medications provided in food.

We do not have climate controlled storage for medications and supplements.

#### 3.2.1 More Complicated Medications

Additional fees will be assessed for any medications that require more complicated preparation, handling, application, storage, and/or disposal, and for medications that need to be administered during our staff's non-work hours. If your horse requires any medications that fall into any of these categories, please schedule a time to meet with Management to discuss your specific needs, and we can go over all handling and storage procedures described by the product manufacturer.

#### 3.2.2 Note Regarding Orally-Administered Altrenogist ("Regumate")

If your horse is on orally-administered Altrenogist (also known as "Regumate"), Los Gatos Farms is not the right home. After review and careful consideration of the handling procedures, we have decided, based on the costs of safety supplies and risks of accidental exposure, that having this drug in the barn is not in the best interest of our farm, our staff or our clients.

This applies specifically to the version of the drug that is administered daily via syringe to the horse's tongue/mouth or in their grain. It does NOT ban altrenogist that is administered via injection (by owner or veterinarian).

## 4 KAT BLACK EQUINE at LOS GATOS FARMS SERVICES

### 4.1 TURNOUT

Horses are turned out 3 days per weeks as long as weather conditions permit . We check weather conditions and predictions

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and plan accordingly. Horses are generally not turned out during bad weather. However, being that we are in the mountains, they may occasionally get caught in a surprise rain shower depending on the season.

Our staff is informed of times that our arenas are occupied due to lesson use so they can plan for turnouts accordingly, however as our lesson calendar can change at any time, and riders have priority, there may be days that horses get shorter turnout times than others.

If you have a certain days in mind for a regular turnout schedule let management know and we will make note of that for our staff.

## 4.2 IF YOUR HORSE IS AWAY FROM THE FARM

If you take your horse off of the farm property, please let Management know that you are away and when you expect to return.

### 4.2.1 To-Go Meals

If your horse will be away for a few days (3 or less) (for example, if you are attending a show or a clinic at another farm) we will provide hay to fill your hay net for transport, and staff will set aside additional hay for travel.

### 4.2.2 Dry-Stall Service

If your horse will be away for a month or more, we offer a dry stall fee to hold a stall for you. The fee is 1/2 of the monthly board rate/ per month. If you are interested, please schedule a time to meet with Katherine or inform her with an email prior to the first day of the month that your horse will be away.

If your horse is going to return to Los Gatos Farms prior to the beginning of the next calendar month, please let Management know as soon as possible and before you bring your horse back to the farm. If your horse returns to Los Gatos Farms prior to the beginning of the next calendar month, you will be billed the per-diem rate for each day from your horse's return until the end of the month, which, when added to the dry stall fee, which will not exceed the full month's board rate. The pro-rated days' fees will be added to the following month's invoice.

The dry stall fee will not be pro-rated or applied retroactively.

## 4.5 OTHER SERVICES

KBE offers other services on an a la carte basis. These services include grooming, lunging, blanketing, wrapping, standing fees, etc. Fees for services vary and may be provided on a monthly or as-needed basis. Price list is located on the last page of this document. Please discuss your needs with Management.

## 4.6 BLANKETING

KBE offers blanketing for your horse as an additional service, let management know if you would like to opt in for regular blanketing as a part of your horse's care. Blanketing, like predicting the weather is not an exact science. We use our best

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judgment, weather forecasts and observations and available staff to make sure all of the horses in our care are comfortable and safe.

Our policy is described below; if you prefer that your horse not be blanketed, or if you prefer to manage your own blanketing, please let Management know.

If a horse (even one opted out of blanket service) is blanketed in weather over 50 degrees we will remove it at a cost of \$1 per occurrence. If your horse is opted in for Blanketing we will assess the weather conditions for low temperature for nighttime and blanket with proper weight if multiple blanket options are provided.

If a horse rips or shimmies halfway out of their blanket, we will reposition or remove it as soon as we are aware of the problem.

Depending on our winter conditions, a rain sheet or blanket may be recommended (ie. the snow of winter 22-23)

All blankets should be labeled clearly with the owner/horse name and the weight description (“light”, “sheet”, “medium”, “heavy”, etc.)

Boarders are welcome to attend to their horse’s blanketing needs at any time.

#### 4.6.1 Blanketing Safety

KBE at Los Gatos Farms follows a safety-first blanketing policy. Some horses may exhibit dangerous behaviors while being blanketed that include but are not limited to kicking, biting, rearing and pushing. Horses may behave differently with different people without explanation. If for any reason we find it dangerous or unsafe to blanket/unblanket a horse, the owner will be notified and the horse will remain in its blanketed/unblanketed state until the owner can attend to the horse.

#### Boarder Responsibility for Blankets

Boarders are responsible for providing all blankets and for checking them regularly to assess their fit and keep them in good repair. We recommend a spare waterproof sheet and/or medium weight turnout in case one is damaged or wet. Boarders are responsible for regularly removing blankets for grooming and to assess rubs, etc. Boarders are responsible for having their blankets cleaned, repaired and re-waterproofed as necessary. KBE is not responsible for damage to blankets.

### 5 HORSE HEALTH

KBE at Los Gatos Farms operates on a boarder/owner-responsibility model; we believe owners should make the decisions and arrangements for their own horses’ medical care and well-being. Boarders are welcome and required to make their own arrangements for all routine care, including scheduling and payment for those services

*\*Note: We will not tolerate any horse on our farm being mistreated, neglected or denied basic medical care, and if necessary, will make arrangements for treatment at the owner’s expense.*

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## 5.1 VETERINARIANS, FARRIERS & OTHER PRACTITIONERS

We do not require the use of a particular veterinary practice or farrier. If you are interested in who we use for our horses, please ask. Other practitioners, including massage therapists and chiropractors regularly visit our farm and attend to horses. If we know when a particular vet, farrier or other practitioner is scheduling time at our farm, we will try to let everyone know ahead of time so that other appointments can be made on the same farm call.

## 5.2 VACCINATION REQUIREMENTS

For the health and safety of all of the horses in our care, all incoming horses at Los Gatos Farms must have a current negative Coggins test, and Boarders must provide documentation of current immunization status for the horse for Tetanus, Rabies, West Nile, Eastern/Western Encephalitis, Influenza (Flu), Rhinopneumonitis (Herpes) and Strangles.

## 5.3 DEWORMING

Each boarder is responsible for deworming their own horse according to the recommendations of their vet and the needs of their horse. Whether deworming is done based on a rotational schedule or based on fecal-count analysis is up to the boarder. If you need help administering your dewormer, please contact Katherine to make arrangements.

## 5.4 EMERGENCY CARE

In the event of an emergency, we will do whatever it takes to ensure the care of your horse until you can arrive or advise us. KBE at Los Gatos Farms will contact a veterinarian on behalf of your horse in the event of an emergency if you cannot be immediately reached.

### 5.4.1 Emergency Information Sheet

Each boarder is encouraged to complete an Emergency Information Sheet and provide that information to Management.

In the event that your horse requires emergency veterinary care due to injury or illness, we need to know what to do if you cannot be reached. These questions are difficult to think about, but much easier in the light of an ordinary day than they would be in the panic of an emergency situation.

Please let us know, in as much detail as possible, how you would like your horse to be cared for (including “up to” dollar amounts) if you cannot be reached when contacted.

Please let us know if you will be traveling, hospitalized or in any other circumstance that would preclude our being able to contact you in an emergency situation. If you can please designate 2 alternate emergency contacts and discuss your wishes with them ahead of time. Please provide them your emergency contacts with your equine insurance company contact and policy information, if that applies.

### 5.4.2 Payment for Emergency Services

Boarders are liable for all services provided on their horse’s behalf in the event of an emergency.

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In the unlikely event that a horse dies on farm property, it is the owner's responsibility to pay for removal/final arrangements of the horse.

## 5.5 VICES

Some horses have vices that can lead to them damaging their environment outside of normal wear. Stall toys, "boredom busters", hay balls and of course more frequent outings (riding, lunging, turnout) can be worthy investments in your horse's happiness.

Horses that crib or chew (fencing, stall components, water buckets, feeders, etc.) must wear a cribbing strap or cribbing muzzle. There has been success with spreading ichthammol ointment on areas where persistent cribbers try to crib. Ichthammol is the "drawing salve" often used to treat abscesses. It smells (and apparently tastes) awful.

Boarders will be charged for repairs and equipment replacement resulting from any damage caused by their horse.

## 6 USE OF FACILITIES

KBE at Los Gatos Farms boarders are welcome to use our barn, upper riding ring, lower riding ring, round pen and common areas.

### 6.1 FARM HOURS

The farm is open from 6 am until 10 pm daily. We will work with you for early shows or horse illnesses, but please let the Management know if you have reason to be on farm property outside of these hours.

### 6.2 PARKING

The boarder parking lot is located in front of the barn, and on the gravel area across from the lower cross tie area. Additional parking is located along the road shortly after the driveway and labeled accordingly.

### 6.3 DRIVEWAY & ROADS

In order to keep our horses and farm as safe as possible, please drive courteously. The speed limit on farm driveways is no more than 5 mph. The safety of people, horses, cats, dogs and other animals always takes precedent.

### 6.4 RIDING ARENAS

Both of the riding arenas are available for boarders to ride or hand-walk their horses. Riders do have priority over turnout in arenas. Riders are asked to use good arena etiquette to share the ring amicably. Arena etiquette rules are described in the "Arena Etiquette" section below. All riders are asked to please treat the footing as the valuable resource that it is. To prevent damaging the footing and sub-footing, please vary your path and avoid intense riding in a single area or pattern for long periods of time (for example, cantering on a particular 10 or 20 meter circle for 20 or 30 minutes) leaving ruts in the footing.

#### 6.4.1 Lunging



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Mounted riders in the outdoor ring have the right of way over horses being lunged. If riders are already in the ring, anyone wishing to lunge their horse in the ring is asked to wait until the riders have left the ring, unless the rider and lunger are in agreement to share the ring.

## 6.4.2 Use of Rings During Lessons

Riding rings are open for other riders during lessons, with few exceptions (see note below).

Lesson riders have right of way over other riders during the scheduled lesson time; for example, if the rider in the lesson is jumping a course, other riders are required to wait in a safe area until the horse in the lesson has completed the course.

*\*Note: There are a few exceptions where the ring may be reserved and closed to others briefly. Examples include filming a video for a virtual horse show or prospective sale posting, or showing a sale horse to clients. These appointments must be approved by Management.*

## 6.5 VISITORS

Visitors **MUST** sign a Kat Black Equine at Los Gatos Farms Liability Release Waiver before they may handle or ride any horse. Visitors are subject to all policies and rules of the farm and it is the responsibility of boarders to make sure they are followed.

If you give someone else permission to visit/handle/ride your horse when you are not on the farm, please let Management know ahead of time.

Boarders are solely responsible for the actions of their visitors (whether the owner is present or has given permission to a third-party to handle or ride their horse when they are not at the farm), including damage to farm property, damage to owners' tack and equipment and injury to or treatment of their horse. Management reserves the right to refuse access (or ask to leave) to any visitor seen mistreating any animal or violating our farm rules and policies; when there is room for doubt, we will err on the side of safeguarding the animal.

## 6.6 USE OF FACILITIES BY NON-BOARDER GUESTS

We may offer limited access to our arenas to outside guests. Guests trailering horses to Los Gatos Farms must make prior arrangements with management, and must provide proof of current negative Coggins, and all vaccinations required of boarder's horses (Tetanus, Rabies, West Nile, Eastern/Western Encephalitis, Influenza (Flu), Rhinopneumonitis (Herpes), Strangles) BEFORE their horses may visit the property. Haul-in horses may not enter the barn and may not be left unattended. Guests hauling in horses must sign a Kat Black Equine at Los Gatos Farms Liability Release, and must comply with all applicable barn rules. The haul-in fee is \$25 per horse, per riding session. Management reserves the right to grant or refuse access to our facilities at our discretion.

## 6.7 DOGS ON THE FARM

Boarder Clients' dogs may be allowed at Los Gatos Farms by management discretion only. Dogs must be leashed, under control and quiet. We understand puppies may be a bit more vocal when in training and some grace is given to allow our boarders to train them at the facility, when not affecting other horses. Dogs must not ever be left unattended on the farm. Boarders must clean up after their dogs. Dogs which pose a danger or unreasonable nuisance to horses or people, or whose owners do not follow these rules will be asked to leave.

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## 6.8

## PROPERTY DAMAGE

From time to time, especially on a farm full of large animals, damage does occur to fencing, stalls, ties, etc. If something is broken, please let us know as soon as possible.

If we agree that it falls in the category of normal wear and tear, we will get it repaired or replaced as quickly as possible. If the damage falls outside of normal, we will do our best to assess the cause and if it can be attributed to a specific horse, person or event, we will work with the Boarder to not only determine what is needed to repair the damage, but also to prevent future damage. Boarders are financially responsible for repair of damages caused by their horse (or the Boarder or visitor) that are not within normal wear. Damage is not naturally occurring normal wear and tear, it is harm that affects the value, safety, usefulness or normal function of property.

Some horses find stalled life more challenging than others, we've seen success with horse specified "boredom busters", stall toys, hay balls and of course more frequent outings (riding, lunging, turnout).

## 7

## LESSONS

### 7.1

### REQUIREMENTS FOR OUTSIDE INSTRUCTORS

KBE at Los Gatos Farms *may* grant permission for some outside riding instructors and/or trainers to conduct lessons or training rides on the property. Outside Instructors refers to professionals conducting lessons on the ground, as well as training sessions when they are in the saddle, lunging, doing groundwork, etc.

Permission is solely at the discretion of Management, and is also subject to the following requirements:

- Must pay an arena use fee of \$10 to Kat Black Equine, see section 9.2 for payment details.
- All outside instructors must provide proof (one copy required to be kept on file at our farm) of current instructor liability insurance, with Kat Black Equine LLC listed on the policy as additional insured.
- All outside instructors must sign a Kat Black Equine at Los Gatos Farms Liability Waiver.
- All outside instructors must adhere to the farm policies and procedures and to the barn rules, including those regarding helmets and footgear.
- It is the responsibility of the client hiring the outside instructor to provide copies of all farm policies and procedures and to follow up to ensure certificates of insurance and waivers have been provided/signed by the outside instructor.
- The hiring client is responsible for any misconduct on the part of the outside instructor, as well as damages to farm property, client property and horses on the farm.
- The Farm reserves the right to deny access to outside instructors who do not meet these requirements and standards, who have not maintained their insurance, or at the discretion of Management.
- These requirements must be fulfilled, documentation provided and permission granted by Management before any lessons may be conducted on our farm.
- Outside instructors who have issues or concerns with Los Gatos policies or facilities are expected to discuss their concerns with their client privately or directly with Los Gatos Farm management and not with Los Gatos staff or other clients.

## 8

## CODE OF CONDUCT: BARN RULES FOR CIVILITY & SAFETY

### 8.1

### BASIC BARN MANNERS FOR HUMANS

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- Be nice to others, both people and animals. Treat other boarders, staff, management, family, and guests (including their horses and property) with the same kindness and respect with which you would like to be treated, while on the farm, at shows or clinics and on social media.
  - Los Gatos Farms is at all times to remain a friendly place suitable for all boarders, clients and their families. The conduct of everyone on the farm will at all times be dignified and civil.
  - Do not steal, use, borrow or take anything that isn't yours without permission from the owner. This includes, but is not limited to tack, supplies, grooming equipment, halters/lead ropes, medicine, supplements, hay, grain, and bedding.
  - If you move something, put it back. If you turn it on (water, lights, etc), turn it off. If something breaks or needs attention, please let management know.
  - If you open it, or find it open when it is not supposed to be, **close it**. This is especially important for gates, such as the upper arena where turnout can't happen if one gate has been left open.
  - Horses may only be tied in designated tie areas, with a quick release knot, blocker tie, piece of twine, or plastic snap. Tying or otherwise attaching horses to fences, gates, ect. is very unsafe and forbidden.
  - No smoking or drug use on Los Gatos Farm property.
  - Clean up after yourself and your horse. Boarders and their guests must keep the tack room, barn aisles, walkways, cross ties, and all common areas neat and clean. No littering! There is always a trash can or manure bin nearby, use the proper vessel for disposal .
  - Don't handle any horse that does not belong to you without permission from the horse owner or management. Do not move any horse to another stall, pasture or cross-tie location. Do not feed anyone else's horse treats, etc. without the permission of the horse's owner/boarder.
  - Do not interfere with KBE staff's care of any horse that you do not own.
  - Do not administer medication to any horse that you do not own without the express permission of the horse's owner and coordination with KBE staff.
  - If you grant another person permission to handle/ride/train/feed/groom/medicate your horse, please notify Management in advance, including any boundaries or limitations of what that person is allowed or is not allowed to do with your horse. KBE is not liable for anything that happens to the person granted such permission or to the horse when under the person's care and control.
  - If you have an issue that should be discussed with management, schedule a time to meet to discuss it with management. Complaining to other boarders does nothing except create unnecessary drama and awkwardness and disturbs the peaceful environment that we all want the barn to be.

## 8.2

## SAFETY RULES

- Ride at your own risk.
- **All riders and visitors** must sign a Kat Black Equine at Los Gatos Farms Liability Release Waiver once on Los Gatos Farms property, especially before handling or mounting any horse or pony on farm property.
- ASTM approved helmets must be worn by all riders at all times while mounted. Parents/guardians must be present and actively supervise minors.
- Appropriate, closed-toe footwear is required for everyone near the horses or stable.
- Horses must be kept on a lead at all times when out of the stall.
- Do not leave horses unattended out of stall (in arenas, wash racks or cross-ties).
- Horses may only be tied in designated tie areas, with a quick release knot, blocker tie, piece of twine or plastic snap. Tying or otherwise attaching horses to fences, gates, ect. is very unsafe and forbidden.

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- If your horse is tied in a place where someone needs to pass through, please move your horse promptly so they may pass safely.
  - **Mandatory:** Report to management immediately of any accidents involving humans or animals, especially those leading to injury, or loss of control. Forms are available at [katblackequine.com/forms](http://katblackequine.com/forms).

### 8.3 ARENA AND FACILITY ETIQUETTE

- Always ride in control and be courteous of other riders around you. Remember to look out for less experienced riders. Ride defensively and watch where you are going.
- When approaching another rider head on, pass left shoulder to left shoulder. When in a situation you are unsure, please call “rail” or “inside”, etc. so there is no misunderstanding.
- Slower traffic should ride on the inside. Faster on the outside. When passing another rider from behind, please pass on the inside. Please let the rider know you are passing vocalize “passing on the inside. Circles must give way to riders on the outside track. Riders at faster gait have right of way on the track.
- When entering the ring when other riders are present, wait until the gate area and immediate track are clear. Call “door” so no one is surprised. If another rider in the ring is jumping a course, wait outside until the course is complete.
- Stop out of the way to answer your cell phone, if necessary. You must always have contact with your horse in the arena. Return anything you have moved to where you found it.
- Cleanup after yourself and your horse when you have finished riding—put away all gear and remove manure.
- Be courteous of shared facilities such as the round pen and wash rack, if someone is waiting to use these spaces, wrap up in the 15 minutes that follows.
- Give space and respect to visiting professionals such as farriers and vets.

### 8.4 ANTI-HARASSMENT POLICY

Our anti-harassment policy expresses our commitment to maintain an environment that’s free of harassment, so our clients and employees can feel safe and happy. We will not tolerate anyone intimidating, humiliating or sabotaging others in our workplace. Reports of harassment of any kind will be taken seriously and investigated.

#### 8.4.1 Scope

This workplace harassment policy applies to all employees, contractors, public visitors, customers and anyone else whom employees come into contact with at work.

#### 8.4.2 Definition of Harassment

Harassment includes bullying, intimidation, direct insults, malicious gossip and victimization.

Sexual harassment is illegal and we will seriously investigate relevant reports. See Section 8.4.5 (below) for notes particular to incidents of sexual harassment.

#### 8.4.3 How To Address Harassment

If you’re being harassed, whether by a colleague, customer, employee or vendor, you can choose to talk to any of these people:

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**Offenders.** If you suspect that an offender doesn't realize they are guilty of harassment, you could talk to them directly in an effort to resolve the issue. This tactic is appropriate for cases of minor harassment (e.g. inappropriate jokes between colleagues.)

**Management.** Incidents of harassment should be brought to the attention of Manager Katherine Black immediately. Call or text to ask for an urgent meeting. All incidents will be taken seriously, thoroughly investigated.

#### 8.4.4 Notes Regarding Sexual Harassment

##### What Is Sexual Harassment?

Sexual harassment has many forms of variable seriousness. A person sexually harasses someone when they:

- Insinuate, propose or demand sexual favors of any kind.
- Invade another person's personal space (e.g. inappropriate touching.)
- Stalk, intimidate, coerce or threaten another person to get them to engage in sexual acts.
- Send or display sexually explicit objects or messages.
- Comment on someone's looks, dress, sexuality or gender in a derogatory or objectifying manner; or a manner that makes them uncomfortable.
- Make obscene comments, jokes or gestures that humiliate or offend someone.
- Pursue or flirt with another person persistently without the other person's willing participation.

Also, flirting with someone at an inappropriate time (e.g. in a team meeting) is considered sexual harassment, even when these advances would have been welcome in a different setting. This is because such actions can harm a person's professional reputation and expose them to further harassment.

The most extreme form of sexual harassment is sexual assault. This is a serious crime and will be treated accordingly.

#### 8.4.5 Inadvertent Harassment

Sometimes, people do not realize that their behavior is wrong. We understand this is possible, and an opportunity for learning and growth. This doesn't make the person any less responsible for their actions. If you suspect that someone doesn't realize their behavior is harassment, or sexual harassment under the definition of this policy, let them know and ask them to stop. Please let management know so we are aware of the situation.

#### 8.4.6 Reporting Sexual Harassment

Sexual harassment goes beyond the boundaries of off-hand comments, flirting or jokes. As with all incidents of harassment, report to Katherine Black as soon as possible.

## 9 PAYMENT AND BILLING

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## 9.1

### Payment of board

Board is due on the first of each month. If you receive extra services or supplies (i.e. grooming, shavings, blanketing) during the previous month, you will receive a message from Katherine that will give you the final total of your board due. If you have questions or concerns about your board total, please let me know and we will work to resolve any issues.

## 9.2

### PAYMENT

Board may be paid online or with cash/check.

Zelle is the preferred payment as it is received instantly, and without any fees. Most (over one thousand seven hundred) online bank apps have the option to send directly from their interface.

Our Zelle account is connected to the email: [katblackequine@gmail.com](mailto:katblackequine@gmail.com)

Venmo to @katblackequine. Venmo will ask for the last 4 digits of the account phone number, which are 3885. If paying with cash, please put your payment in an envelope clearly marked with your name.

Cash and checks can be left in the locked red tack room, with the blue door in the lower paddock area, after checking in with management for the current location of the key.

## 9.3

### LATE FEES

A late fee of \$10 per day will be added for payments received 7 days or more after the first.

## 9.4

### RETURNED CHECKS

There will be a \$35 charge on all returned checks.

## 9.5

### SPLITTING BOARD WITH ANOTHER PARTY

The boarder or responsible adult party who signed our boarding contract is fully responsible for paying board in full and on-time. Any arrangement you have for splitting expenses with another party is between you and the other party and does not involve KBE at Los Gatos Farms.

## 9.6

### SECURITY DEPOSIT

The first month's board and a security deposit of \$415 is due when your horse moves to Los Gatos Farms.

The security deposit does not cover your "last month's" board.

Under normal circumstances, all or part of your security deposit will be refunded when you move from Los Gatos Farms, as long as you provide at least 30 days' written notice of your intent to leave. Repairs necessary based on damages to farm property by you or your horse (not including normal wear) will be deducted from your security deposit. The balance can be returned via

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online payment or check, mailed to you after your horse and all of your property are removed from the farm. Exceptions to this policy are described further in the “Termination of Boarding Contract” section.

Legacied boarders who do not have a move-in security deposit, or those with destructive horses that have used the total of their security deposit, will be billed at the end of the month that repairs are made.

## 10 TERMINATION OF BOARDING CONTRACT

### 10.1 TERMINATION OF BOARDING AGREEMENT BY HORSE BOARDER

Boarders must give KBE at Los Gatos Farms at least 30 days’ written notice of intent to terminate the Horse Boarding Contract.

The Boarder is liable for paying for board and any other expenses for the time period covered between the giving of notice of intent to terminate the Horse Boarding Agreement and up to time that the horse and Owner’s property are removed from the farm. The Boarder agrees to pay any and all outstanding bills in full prior to removing the horse and property from the farm. Unearned fees and the security deposit, less the cost to repair/replace any damages, will be mailed to the Boarder following the departure of the horse and the removal of all of the Boarder’s property from the Farm.

Failure of the Boarder to provide at least 30 days’ written notice of intent to terminate this agreement may result in forfeiture of any and all unearned fees paid to the Farm in advance and the security deposit, at the discretion of Farm Management. (Discretion is reserved for special circumstances beyond the control of the Boarder, such as the death of a horse.)

### 10.2 TERMINATION OF BOARDING Contract BY Kat Black Equine of Los Gatos Farms

#### 10.2.1 Termination Without Cause

KBE of Los Gatos Farms reserves the right to terminate the Horse Boarding Contract and ask a Boarder to leave, without cause, with thirty days’ written notice.

The Boarder is liable for paying for board and any other expenses for the time period covered between the giving of notice of the farm’s intent to terminate the Horse Boarding Agreement and up to time that the horse and Boarder’s property are removed from the farm. The Boarder agrees to pay any and all outstanding bills in full prior to removing the horse and property from the farm. Unearned fees and the security deposit, less the cost to repair/replace any damages, will be mailed to the Boarder following the departure of the horse and the removal of all of the Boarder’s property from the Farm.

#### 10.2.2 Termination With Cause

KBE of Los Gatos Farms reserves the right to terminate the Horse Boarding Contract and ask a Boarder to leave, with cause, with seven days’ written notice. “With cause” actions include but are not limited to substantiated claims of harassment, stealing (including “adverse possession of personal property” that belongs to someone else) from the farm or another client, use of illegal drugs, flagrant damage or destruction of Farm property or that of Farm boarders, flagrant violation of Farm policies and rules, abuse of animals, physical or verbal abuse or threats directly or indirectly aimed at Farm personnel, family or

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clients, animals owned by or in the Farm's care, Farm property or property of Farm clients, defamation/libel of Farm (owner/family/staff/clients) direct or indirect including those spread through social media.

Termination of this contract "with cause" will result in forfeiture of any and all advance fees paid to KBE of Los Gatos Farms and security deposits.

During the seven day period, we will continue to provide normal care for the horse. However, KBE of Los Gatos Farms reserves the right to bar the Boarder from entering the farm property during the seven day period. If this is invoked, the owner of the horse will be required to coordinate with Katherine to escort them onto the farm to remove the horse and any other property.

The Boarder is liable for paying for board and any other expenses for the time period covered between the giving of notice of the farm's intent to terminate the Horse Boarding Agreement and up to time that the horse and Boarder's property are removed from the farm. The Boarder agrees to pay any and all outstanding bills in full prior to removing the horse and property from the farm.

## 11 KBE of Los Gatos Farms Price Sheet

### BOARD RATE:

Board - \$825/month

Stalled Board w/8 bags of shavings included- \$905/month

### ADDITIONAL SERVICE FEES\*:

Additional days of turnout: \$5 per day

Grooming (Basic grooming twice per week,) \$25

Holding for Farrier: \$15 and up, depending on time involved

Holding for Vet: \$15 and up, depending on time involved.

Blanketing or removal: \$1

Deworming, per paste treatment: \$5

Administering topical medications: \$1

Administering Fly Spray: \$1

Lunging: \$20

Water trough cleaning (scrubbed):\$5

Extra Hay: Market Price

Extra Shavings: Market Price

For other needs, such as wrapping legs, hand-walking, etc. please contact Katherine to discuss your needs.

*\*Additional Service fees are set with the understanding that horses will behave for services performed, we follow a safety-first policy when providing services. If horses need additional time/training during services performed, the owner will be notified, and fees will be higher or the service will not be completed.*



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**USE OF LOS GATOS FARMS FACILITIES:** Trailer-In for Use of Los Gatos Farms Facilities (must be pre- approved by Management) \$25/horse per use.

**LATE FEES:** Payment of board and additional services/supplies provided are due upon receipt on the 1<sup>st</sup> of the month. Invoices that are not paid by the 7<sup>th</sup> of the month are subject to a \$10 per day late fee.