**BYLAWS OF SERENITY FARM RESCUE**

**A VIRGINIA NONSTOCK CORPORATION**

ARTICLE 1 - PURPOSES

1.1 Charitable Purpose. The purposes for which the corporation is formed are set forth in its Articles of Incorporation, which are to conduct activities which educate the public, and encourage the humane treatment of and health and welfare of animals, specifically abandoned and neglected horses, in accordance with section 501(c)3 of the Internal Revenue Code.

1.2 Dividends Prohibited. The corporation is not formed for pecuniary or financial gain, and no part of the assets, income, or profit of the corporation is distributable to, or will inure to the benefit of, its directors or officers or other private individuals, provided, however, that nothing contained herein shall be construed to prevent the payment of reasonable compensation for services actually rendered by employees, officers or directors of the corporation and reimbursement of expenses incurred in connection therewith.

ARTICLE II - CONDUCT OF ACTIVITIES. The activities and affairs of the corporation shall be conducted by the Board of Directors and such officers as it shall appoint.

ARTICLE III - DIRECTORS

3.1 Number. The board of directors shall consist of a minimum of three (3) persons, not to exceed seven (7) persons as may be designated from time to time by resolution of a majority of the entire board of directors. The initial directors shall hold office until his or her successor is elected and qualified.

3.2 Vacancies. Vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filed by the affirmative vote of a majority of the directors then in office, though not less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until successors are duly elected and qualified, unless sooner displaced. If there are no directors in office, then an election of directors may be held in the manner provided by statute.

3.3 Place of meetings. The board of directors of the corporation may hold meetings, both regular and special, either within or without the State of Virginia. Meetings may be held by means of conference telephone or similar communications equipment so that all persons participating in the meeting can hear each other, or via written communications in a format that all directors are comfortable with, and participating in a meeting pursuant to this section shall constitute presence in person at such meeting.

3.4 Annual Meeting. The annual meeting of the board of directors shall be held each year at such date and time as shall be designated by the board of directors and stated in the notice of meeting. Notice to the current board of directors of each annual meeting shall be given by the secretary by mail, telephone, or via the Directors Facebook Group page, and shall be given at least ten days and not more than thirty days prior to such meeting. At the annual meeting, the board of directors shall transact any business, which may properly come before it.

3.5 Regular Meetings. Regularly scheduled meetings of the Board of Directors may be held without notice at the time and place as shall be determined to accommodate all board members.

3.6 Special meetings. The president or secretary on ten days’ notice to each director may call special meetings of the board. President or secretary shall determine the time and place of each special meeting in like manner and on like notice on the written request of any director.

3.7 Quorum. A majority of the membership of the board of directors shall constitute a quorum and the concurrence of a majority of those present shall be sufficient to conduct the business of the board, except as may be otherwise specifically provided by statute or by the articles of incorporation. If a quorum shall not be present at any meeting of the board of directors, the directors then present may adjourn the meeting to another time or place, without notice other than announcement at the meeting, until a quorum shall be present.

3.8 Action without Meeting. Unless otherwise restricted by the articles of incorporation or these bylaws, any action required or permitted to be taken at any meeting of the board of directors or of any committee thereof may be taken without a meeting, if all members of the board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the board or committee.

3.9 Waiver of Notice. Attendance by a director at a meeting shall constitute waiver of notice of such meeting, except when the person attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Any director may waive notice of any annual, regular, or special meeting of directors by executing a written notice of waiver either before or after the time of the meeting.

3.10 Compensation and Expenses. Directors shall serve without compensation, but by resolution of the Board of Directors, a reasonable fixed sum and/or expenses of attendance, if any, may be allowed. A Director is not precluded from serving the Corporation in any other capacity nor from receiving reasonable compensation for such services or reimbursement of expenses thereof; provided that in no event may a Director participate in a vote on his or her compensation arrangement, and in no event may a Director participate in a vote that would directly or indirectly benefit that officer or director or any business with which he or she is related.

ARTICLE IV - OFFICERS

4.1 Designation of Titles. The officers of the corporation shall be chosen by the board of directors and shall be a president and a treasurer. The board of directors also may choose a director of rescue operations. The same person may hold any number of offices. The officers shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

4.2 Appointment of Officers. The board of directors shall elect all officers at each annual meeting.

4.3 Salaries. The officers shall serve without compensation unless the Board shall otherwise determine. If an officer is also a director, that director may not participate, by vote or otherwise, in setting his or her compensation as an officer.

4.4 Term. The officers of the corporation shall hold office until their successors are chosen and qualify in their stead. The Board of Directors may remove any officer elected by the board of directors at any time. If the office of any officer becomes vacant for any reason, the Board of Directors shall fill the vacancy.

ARTICLE V - FISCAL YEAR

The fiscal year of the corporation shall be January 1 through December 31 of each year.

ARTICLE VI - INDEMNITY

The corporation shall indemnify any person against expenses, including without limitation, attorney’s fees, judgments, fines and amounts paid in settlement, actually and reasonably incurred by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, other enterprise, in all circumstances in which, and to the extent that, such indemnification is specifically permitted and provided for by the laws of the State of Virginia as then in effect. Any indemnification hereunder shall be made by the corporation only as authorized by the board of directors by a majority vote of the quorum consisting of directors who were not parties to the action, suit or proceeding, or if such quorum is not obtainable, as specifically permitted and provided for by the laws of the State of Virginia as then in effect.

ARTICLE VII - OFFICES AND CORPORATE SEAL

7.1 Principal Office. The principal office of the corporation shall be its known place of business in Virginia.

7.2 Other Offices. The corporation also may maintain offices at such other place or places, either within or without the State of Virginia, as may be designated from time to time by the board of directors, and the business of the corporation may be transacted at such other offices with the same effect as that conducted at the principal office.

7.3 Corporate Seal. A corporate seal shall not be requisite to the validity of any instrument executed by or on behalf of the corporation, but one may be used if the officers or the board of directors so decide.

ARTICLE VIII - GENERAL PROVISIONS

8.1 Checks and Other Instruments. All checks and other instruments made the corporation shall be signed by the officer or officers or such other person or persons as the board of directors may from time to time designate.

8.2 Contracts. The board of directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and that authority may be general or confined to specific instances.

ARTICLE IX - REPEAL, ALTERATION OR AMENDMENT

These bylaws may be repealed, altered or amended, or substitute bylaws may be adopted, at any time only by a majority of the board of directors.

1. Job Description
   1. SFES Executive Director/Farm Manager
      1. SFES Executive Director/Farm Manager holds responsibility for managing all aspects of equine care, supervising SFES Volunteers and overseeing maintenance of the facility.
      2. Duties
         1. Feeding and oversight of feeding
         2. Grooming and training schedule
      3. Coordination and direct support to farrier and veterinarian and other service providers
      4. Coordination feed and forage suppliers
      5. Coordination with potential adopters
   2. Data collection and analysis
   3. Coordination and communication with Board Of Directors when needed
   4. Oversee maintenance of fencing, barn, equipment, tractor and vehicle servicing
   5. Development and analysis of SFES Budget
   6. Treasurer
      1. Oversight of budget
      2. Tax Filings
      3. Coordination with State and Federal entities related to charity campaigns
      4. Coordination with State and Federal entities related to Tax emption and 501C3 authorizations
2. Succession Plan. One Board of Directors member has been identified to accept responsibilities should SFES Executive Director/Farm Manager be unable to continue duties for a short period of time or permanently if required.

**Emergency Action Plan (EAP)**

1. An Emergency Action Plan (EAP) shall be developed and updated annually to support emergency situations.
   1. An EAP shall be prepared for the facility. Directors and Lead Volunteers will have access to copies of the EAP.
   2. An EAP can be simple or elaborate but should cover the following items:
   3. Designate in advance who is in charge in the event of an emergency.
   4. Have a cell phone with you and make sure the battery is fully charged. If this is not possible, find out exactly where a telephone is located. Have spare change in case you need to use a pay phone.
   5. The EAP will list emergency telephone numbers.
   6. A medical profile shall be maintained for each equine and available in case of emergency.
2. Prepare directions to provide to Emergency Medical Services (EMS).
3. Have a first aid kit accessible and properly stocked at all times (all coaches are strongly encouraged to pursue first aid training).
4. Designate a “call person” (the person who makes contact with medical authorities and otherwise assists the person in charge) in advance. Be sure that your call person can give emergency vehicles precise instructions to reach your facility or site.
5. When an injury occurs, an EAP should be activated immediately if the injured person:

not breathing

does not have a pulse

is bleeding profusely

has impaired consciousness

has injured the back, neck or head

has a visible major trauma to a limb



**Serenity Farm Equine Sanctuary**

1. **Conflict of Interest Policy Purpose.** The purpose of the Conflict of Interest policy is to protect this tax-exempt Organization’s (hereafter SFES) interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of SFES or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.
2. **Definitions**

**Interested Person**

1. Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.
2. 2. **Financial Interest**
3. A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:
4. An ownership or investment interest in any entity with which SFES has a transaction or arrangement;
5. A compensation arrangement with SFES or with any entity or individual with which the SFES has a transaction or arrangement; or
6. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which SFES is negotiating a transaction or arrangement.
7. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.
8. **Article III: Procedures**

**Duty to Disclose**

1. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.
2. 2. **Determining Whether a Conflict of Interest Exists**
3. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.
4. 3. **Procedures for Addressing the Conflict of Interest**
5. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
6. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
7. After exercising due diligence, the governing board or committee shall determine whether SFES can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
8. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the SFES’s best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.
9. 4. **Violations of the Conflicts of Interest Policy**
10. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
11. If, after hearing the member’s response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.
12. **Article IV: Records of Proceedings**
13. The minutes of the governing board and all committees with board delegated powers shall contain:
14. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board’s or committee’s decision as to whether a conflict of interest in fact existed.
15. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.
16. **Article V: Compensation**
17. A voting member of the governing board who receives compensation, directly or indirectly, from SFES for services is precluded from voting on matters pertaining to that member’s compensation.
18. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from SFES for services is precluded from voting on matters pertaining to that member’s compensation.
19. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from SFES, either individually or collectively, is prohibited from providing information to any committee regarding compensation.
20. **Article VI: Annual Statements**
21. Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:
22. Has received a copy of the conflicts of interest policy,
23. Has read and understands the policy,
24. Has agreed to comply with the policy, and
25. Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.
26. **Article VII: Periodic Reviews**
27. To ensure SFES operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:
28. Whether compensation arrangements and benefits are reasonable, based on competent survey information and the result of arm’s length bargaining.
29. Whether partnerships, joint ventures, and arrangements with management organizations conform to SFES’s written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.
30. **Article VIII: Use of Outside Experts**
31. When conducting the periodic reviews as provided for in Article VII, SFES may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

SERENITY FARM EQUINE SANCTUARY

DISCRIMINATION POLICY

**Adopted by the Board of Directors on 8/20/2016**

Serenity Farm Equine Sanctuary does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. These activities include, but are not limited to, hiring and firing of staff, selection of volunteers and vendors, and provision of services. We are committed to providing an inclusive and welcoming environment for all members of our staff, clients, volunteers, subcontractors, vendors, and clients.

Serenity Farm Equine Sanctuary is an equal opportunity equine rescue. We will not discriminate and will take affirmative action measures to ensure against discrimination in employment, recruitment, advertisements for employment, compensation, termination, upgrading, promotions, and other conditions of employment against any employee or job applicant on the bases of race, color, gender, national origin, age, religion, creed, disability, veteran's status, sexual orientation, gender identity or gender expression.

Serenity Farm Equine Sanctuary is an inclusive environment welcoming diversity.

**Lease Contingency Plan**

***This document contains the following approved procedures:***

1. An interim emergency plan to be activated in the case of incapacitation or death of both property owners
2. Description of the duties and responsibilities of interim officials
3. A plan for a more permanent restructuring or dissolution of ORGANIZATION NAME

***In the case of the death of either property owners, but not both, the survivor will assume full responsibility for ORGANIZATION NAME,*** with the assistance and advice of the Board of Directors and any current on-site volunteers and/or employees. If the survivor is incapacitated, the interim emergency plan below will be implemented until such time as the survivor is able to resume responsibilities or chooses to relinquish responsibility.

**Interim Emergency Plan**

Notification of the incapacitation or death of either, or both, property owners must be made to the following persons:

1. Interim Directors

William LaPorte (540.223.1643) & Mitsi Wood (843.324.8079)

1. Key Volunteer(s)

Melanie Jordon (540.842.6300)

Laurie Dalton (540.603.6081)

Meg Hoover (703.994.0169)

The interim director is currently board member William LaPorte. In case of his death or incapacitation, the interim Director will be Mitsi Wood. The interim director will arrive as soon as possible to coordinate with key volunteers to assist in the ongoing care of all animals residing on-site. The interim director will also review the calendar of upcoming events and make applicable rescheduling decisions. The interim director will also coordinate communications with any personal representatives/attorneys for the property owners concerning the continued maintenance of the property, and all vehicles or machinery.

**Plan for Restructuring OR Dissolution of ORGANIZATION NAME**

This will depend on each individual organization’s plans.

Will any remaining animals will not be moved to another location, however, Interim Director will communicate with members of the Virginia Alliance of Equine Rescue Organizations to determine space available. Equine should be transferred if space available to facilitate adoption.

Further, In the case of such an emergency, SFES adoption fees would be waived, however, Interim Director would follow all protocol to determine appropriateness of adopter.

Other details in Succession Plan apply.

SERENITY FARM EQUINE SANCTUARY

SURRENDER APPLICATION

SFES use

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.Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Registered Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Breed: \_\_\_\_\_\_\_\_\_\_\_\_ Gender: \_\_\_\_\_\_\_\_ Color: \_\_\_\_\_\_\_\_\_\_\_\_

Registration Number (if applicable):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Foaled/Age: \_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Written Description: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notable Markings: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Brands/Tattoos/Scars/Blemishes: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Are there any urgent medical needs or injuries that require immediate attention?  Please list all:

Reason(s) for surrendering this horse to SFES:

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Preferred date of Surrender : \_\_\_\_\_\_\_\_\_\_\_\_.

Current Owner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Vet: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, ZIP: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Farrier: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Vet: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City, State, Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**A) YOUR HORSE’S HISTORY**

Please attach additional written information about your horse’s history. Providing HRF with this personal information will benefit and aid in finding the most suitable adoptive home for your horse. Your time and attention is greatly appreciated and is extremely helpful.

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**B) HEALTH:**

Last vaccination date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_        Vaccine Type: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Last worming date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_        Wormer Type: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Last date teeth floated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_       Last vet call date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Current medications/special care: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

How often: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_         Why: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please list all known medical problems/conditions (allergies, spavins, broken bones, heaves, splints, etc.):

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**C) Comments:**

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**D) BREEDING**

If horse is a mare, has she ever been bred?\_\_\_\_\_\_

How many foals?\_\_\_\_\_\_\_

Last breeding?\_\_\_\_\_\_\_

If horse is a gelding, when was he gelded?\_\_\_\_\_\_

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**E) FARRIER**

Last farrier call date: \_\_\_\_ Shod?\_\_\_\_ Trimmed?\_\_\_ Type of shoes: \_\_\_\_\_

Corrective shoes or devices? \_\_\_\_\_\_\_\_ Reason for corrections: \_\_\_\_\_\_\_\_.

**Comments:**

**F) FEEDING**

Current feeding pattern: Pasture: \_\_\_\_\_\_\_ Type: \_\_\_\_\_\_\_\_ Hours per day: \_\_\_\_\_\_\_\_

Hay type: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Amount: \_\_\_\_\_\_\_\_\_\_\_ Frequency: \_\_\_\_\_\_\_\_\_\_\_\_

Grain type: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Amount: \_\_\_\_\_\_\_\_\_\_\_ Frequency: \_\_\_\_\_\_\_\_\_\_\_\_

Supplements or special feed?\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Comments:

**G: SHELTER**

Comments: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Pasture only: \_\_\_\_\_\_ Stall: \_\_\_\_\_ Run: \_\_\_\_\_ Turnout: \_\_\_\_\_\_\_ Hours per day: \_\_\_\_\_\_\_

If not now in pasture, has the horse ever been pastured?\_\_\_\_ How long ago? \_\_\_\_\_\_\_\_\_\_

Comments:

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**H) TRAILERING**

Has the horse ever been trailered? \_\_\_\_\_\_\_\_\_ Does the horse load easily?\_\_\_\_\_\_\_\_\_\_\_\_

How do you load the horse if there are problems? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Trailer type used: Stock: \_\_\_\_\_\_\_ Side-by-side: \_\_\_\_\_\_\_ Slant: \_\_\_\_\_\_\_ Other: \_\_\_\_\_\_\_

Comments:

**I) BEHAVIOR**

Please describe any behavioral issues including but not limited to cribbing, rearing, bucking, kicking, biting, etc.

Please describe your horse’s temperament and how they get along with people and horses. Is your horse shy, dominate, outgoing, spooky, nervous, aggressive, mellow, friendly or other?

Is the horse hard to catch? \_\_\_\_  If yes, how do you catch the horse? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**J) TRAINING**

Customary tack and bit used (bosal, hackamore, snaffle, etc.) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tack or training aids – Likes: \_\_\_\_\_\_\_\_\_\_\_    Dislikes: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Type of activity (check all that apply):  Western Pleasure: \_\_\_\_\_  Trail: \_\_\_\_  Reining: \_\_\_\_            Cutting: \_\_\_\_   Roping: \_\_\_\_\_  Stock/Ranch Work: \_\_\_\_  Saddle seat: \_\_\_\_  Gaited: \_\_\_\_\_          Dressage: \_\_\_\_  Driving: \_\_\_\_  Hunter: \_\_\_\_  Jumper: \_\_\_\_  Division:\_\_\_\_

Other:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Comments:

**Professional training:**

Type: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Length of time: \_\_\_\_\_\_\_\_\_\_\_\_\_ Trainer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**By signing this application, I certify that:**

• I am over the age of 18 and I currently own this horse. I have disclosed any

• I have disclosed all medical and behavioral issues as well as special care instructions for this horse to the best of my knowledge.

• I give” Horse Rescue Foundation” permission to contact the veterinarian listed on this application to obtain medical records and receive consultation in regards to this horse.

• All information contained in this application is truthful to the best of my knowledge.

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Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SERENITY FARM EQUINE SANCTUARY

FIREARMS AND WEAPONS POLICY

SFES staff and volunteers are strictly prohibited from possessing firearms, ammunition for any caliber of firearm, explosives or weapons (hereafter referred to as “weapons”) on the premises without the explicit advance authorization of SFES, regardless of whether a federal or state license to possess the same has been issued to the possessor. The only exceptions to this policy are as follows:

1. Commissioned law enforcement officers to the extent they are legally permitted to possess weapons in the jurisdiction in which the university premises are located may do so on the premises of the university in such jurisdiction. For instance, Metropolitan Police Department officers who are legally permitted to possess weapons in the District of Columbia may possess such weapons on the Foggy Bottom or Mount Vernon campuses.

2. Persons in the military in performance of their official duties to the extent they are legally permitted to possess weapons in the jurisdiction in which they are located may do so on the premises of the university in such jurisdiction.

Anyone possessing a weapon other than those in the exception categories will be asked to remove it from SFES immediately.

FIREARMS AND WEAPONS STORAGE

The family possesses firearms. They shall be stored in locked cabinets or locked areas not accessible to children or SFES visitors. Ammunition shall be stored in a locked place separate from the firearms. Users have licenses/permits.

Virginia Administrative Code, 22VAC40-130-270 http://leg1.state.va.us/cgi-bin/legp504.exe?000+reg+22VAC40-130-270

Serenity Farm Equine Sanctuary

Disaster and Emergency Evacuation Plan

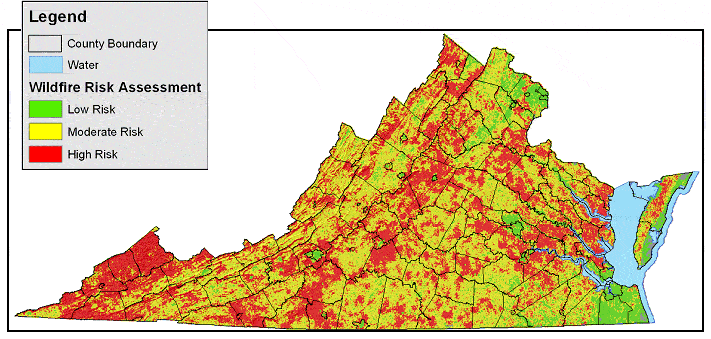
**Disasters**

Disasters that can affect horses include: fire, flood, earthquake, storm force winds (hurricanes and tornados), lightening, infectious diseases, drought, infectious diseases, and terrorist attack.

|  |
| --- |
|  |

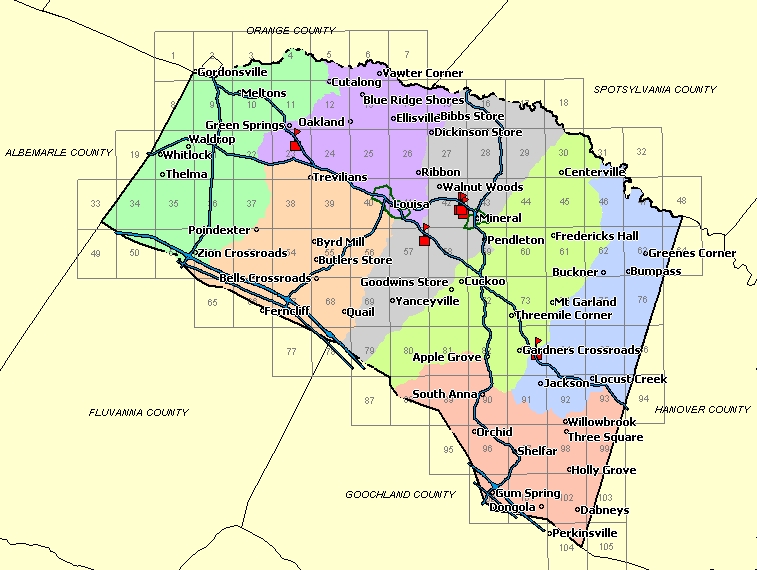
**Specific location disaster risks**

* **Wildfire Risk Assessment**

VDOF has recently updated its Wildfire Risk Assessment to more objectively reflect the potential for wildfire across Virginia. Input layers include Slope, Aspect, Land cover, and Distance to Railroads, Distance to Roads, Population Density, and Historical Fire Occurrence. For more detailed information about modeling methodology, go to the GIS Data Downloads page and read the Info file (metadata) for the Wildfire Risk Assessment.

* **Flood Assessment**

SFES property is classified as 200 year flood. The land has rolling hills and natural water draws. The creek is in the back of the property and has a 400% capability as identified on Louisa County Tax Maps.



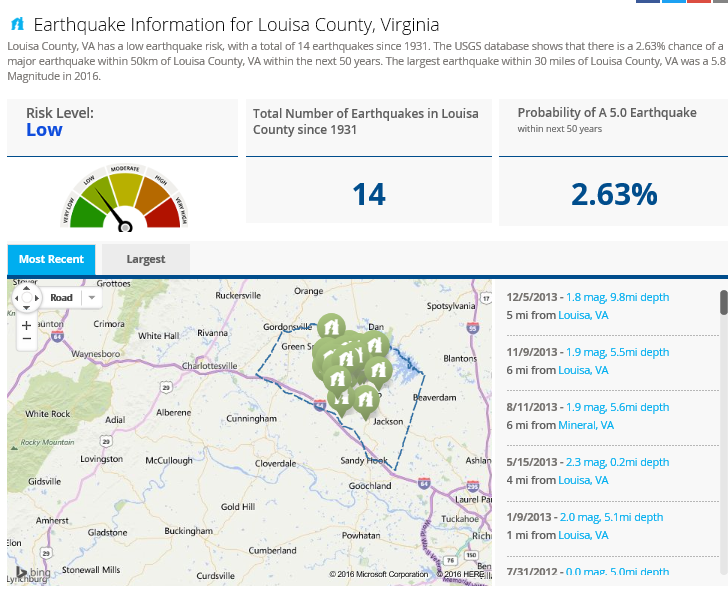
* **Weather** **related events other than flood**

Louisa County is typically temperate with moderate fluctuations. (see chart) However, extremes include 4-6 days below 10 degrees and 4-6 weeks above 90 degrees. SFES utilizes compulsory shelter for wet days below 15 degrees. During higher temperatures, fans are available, however equine are free to utilize shade trees. When temperature is over 95, equine are monitored for excessive sweating and hydrated using electrolytes if needed.

* **Earthquake Assessment**

While Louisa County experienced a 6.0 Earthquake in 2011, the probability of a significant repeat is 2.36%. We are considered a low risk area. Due to the 2011 event, increased monitoring and local emergency plans include earthquake preparation.

Even so, should an earthquake occur, all equine would be released to pasture. The greatest worry during an earthquake would be well damage. For this reason, SFES has applied for federal funds for a back-up well. We do not anticipate funding before 2017, but application has been made.



**Response Plan**

1. Rhondavena or Bill LaPorte will determine if situation requires emergency response and will oversee all action.
2. Cell phones will be available and batteries are maintained. Futher, emergency radios with emergency frequencies are on site as back up.
3. Emergency telephone numbers are posted (facility manager, fire, police, ambulance, veterinarian). This includes SFES address which is GPS friendly.
4. A medical profile, feed plan and general information for each equine is maintained in SFES database and located infeed room in print form.
5. The Virginia Equine release is utilized which includes EMS authorization for visitors and/or volunteers.
6. Multiple first aid kits (equine and people) are accessible and properly stocked at all times
7. Staff and volunteers are First Aid/CPR certified.
8. When a human injury occurs, an EAP will be activated immediately if the injured person:

􀁸 is not breathing

􀁸 does not have a pulse

􀁸 is bleeding profusely

􀁸 has impaired consciousness

􀁸 has injured the back, neck or head

􀁸 has a visible major trauma to a limb

1. When an equine injury occurs, an EAP will be activated immediately if the injured horse has:

􀁸 labored breathing

􀁸 Rapid or faint pulse

􀁸 is bleeding profusely

􀁸 has impaired consciousness

􀁸 has mobility issues

􀁸 has a visible major trauma

1. Severe Weather and Natural Disasters –

􀁸 In most disasters, SFES equine will be released from buildings to well fenced pastures higher than flood area.

􀁸 When necessary, evacuation plan will be insitatied.

1. Fire

􀁸Smoke detectors will be utilized in tack and feed rooms. (note feed rooms do not house hay)

􀁸Fire Extinguishers are installed in barn and run-ins.

1. Supplies – The following emergency supplies (not limited to) are in stock at SFES.

* 150 foot cotton rope
* Battery or wind up portable radio
* Duct tape
* Multiple Fire extinguishers
* Flashlight with extra batteries and headlamps
* Ladder long enough to reach the barn roof in case of roof fire
* Rake for clearing vegetation and shovel for throwing dirt
* First-aid supplies for horses and humans
* Chain saw
* Hammer and nails
* Pry bar
* Materials for quick temporary fence repairs including fence ribbon and portable corrals
* Plastic trash barrels with lids
* Sharp knife
* Wire cutters
* Tarps
* Lime and bleach
* Plywood (2’x4’) and can of spray paint
* 3 day supply of hay/grain/water
* Horse medication and instructions
* Clean towels
* Halters and leads
* Photos of each horse
* Equine first aid kit
* Animal marking paint
* Sheets/blankets
* Portable water/feed buckets
* Leg wraps and horse blankets

1. SFES Preparation

* All horses have tetanus toxoid, west Nile, equine encephalitis vaccinations vaccine within expiration dates with the exclusion of some of the feral horses who will be vaccinated as possible.
* All horses either are, or will be, trained to trailer load
* All horses have halters and leads at the paddock gates
* All structures have cleared perimeter areas.
* Roof surfaces and gutters are regularly cleaned.
* Neighbor (Perkins) has important contact and care information
* Large vehicles will be parked in open area when emergency imminent
* Electrical power can be terminated at one location for all buildings
* Plywood and spray paint is available for “have horses” signage
* Neighbors with fenced properties (Perkins and Bells) are identified as possible resource.
* Emergency Broadcast system available on portable radios and cells

1. Relocating horses

* Difficult to load horses will be loaded last.
  + First load 3 horse– Jackson/Stetson/Ducky
  + First load 2 horse- Grace/Faith
  + Second load 3 horse – Flashy/Hank/Lil Girl
  + Second load 2 horse – all 4 donkeys
  + Third load 3 horse – Star, Traveler, Ginn
  + Third load 2 horse – Fabio
* Horses that cannot be evacuated will be turned loose on the property
* Drivers
  + 3-horse Bill LaPorte
  + 2-horse Rhondavena LaPorte
* Relocation – If appropriate, horses will be relocated to one of two nearby farms. If greater distance is required, assistance will be requested of CART (Crisis Animal Response Team) who has the ability to set up temporary shelter and corrals.
* Evacuation Emergency Information
  + Property owner – Bill and Rhondavena LaPorte
  + Property name – Serenity Farm Equine Sanctuary
  + Location – 2854 Byrd Mill Road
  + Phone number (540)842-1756
  + Number of horses at location – 12 + 4 donkeys
  + Number of trailers needed to evacuate in one trip 5 3-horse or 4 stock trailers
  + Types of trailers that can access property – Any size including 16-wheelers
  + Location of Trailer Turn around – beside house
  + Will trailers need backing – Backing can be avoided.
* If owner is unavailable:
  + Veternarian – Rappahanoc Equine
  + Name – Emily McNally or Ada Caruthers
  + Contact address and phone - 7050 Gov Almond Rd, Locust Grove, VA 22508, (540) 854-7171

| **Species name: Common** | **Name and/or other forms of ID used at sanctuary** | **Sex (Dropdown Menu)** | **Est. year of birth** | **Year of arrival in facility** | **Enclosure ID (Name, Number, etc.)** | **Special Needs** |
| --- | --- | --- | --- | --- | --- | --- |
| Horse | Duckie | Intact Male | 2003 | 2012 |  | Cribber |
| Horse | Fabio | Neutered Male | 2011 | 2016 | North 2 & 3 | Feral |
| Horse | Faith | Intact Female | 2016 | 2016 | South 1 | Foal |
| Horse | Flashy | Neutered Male | 2003 | 2012 | South 2 & 3 | Has EPM and requires 2 TBS of Vitamin E/Selenium supplement. |
| Horse | Ginn | Intact Female |  | 2016 | North 2 & 3 | Fera; |
| Horse | Grace | Intact Female | 2001 | 2016 | South 1 | Older horse has some respiratory issues and possibly heaves. Currently requires no medical intervention but be aware.  Somewhat Feral but halters and leads |
| Horse | Jackson | Neutered Male | 2003 | 2012 | South 2 & 3 | none |
| Horse | Lil' Girl | Intact Female | 2013 | 2016 | North 2 & 3 | feral |
| Horse | Hank | Neutered Male | 2011 | 2016 | South 1 | none |
| Horse | Star | Intact Male | 2010 | 2016 | North 2 & 3 | feral |
| Horse | Stetson | Neutered Male | 2003 | 2012 | South 2 & 3 | Kicks |
| Horse | Traveler | Intact Male | 2014 | 2016 | North 2 & 3 | none |
| Donkey | Buck | Neutered Male | 1995 | 2015 | Donkey Lot | Older Donkey, somewhat delicate physically and emotionally |
| Donkey | Bronco | Neutered Male | 1996 | 2015 | Donkey Lot | none |
| Donkey | Mambo | Neutered Male | 2010 | 2015 | Donkey Lot | none |
| Donkey | Jose | Neutered Male | 2010 | 2015 | Donkey Lot | none |
| Goat | Bo | Intact Male | 2010 | 2012 |  | none |
| Goat | Everest | Intact Male | 2010 | 2012 |  | none |
| **Species name: Common** | **Name and/or other forms of ID used at sanctuary** | **Sex (Dropdown Menu)** | **Est. year of birth** | **Year of arrival in facility** | **Enclosure ID (Name, Number, etc.)** | **Special Needs** |
| Goat | Billy | Intact Male | 2010 | 2012 |  | Contracted right front hoof, walks slowly. Give hi m time. |
| Goat | Sugar | Intact Female | 2010 | 2012 |  | none |
| Goat | Prissy | Intact Female | 2014 | 2014 |  | none |
| Goat | Missy | Intact Female | 2014 | 2014 |  | none |
| Goat | Sugar Britches | Intact Female | 2015 | 2015 |  | none |
| Goat | Fawn | Intact Female | 2015 | 2015 |  | none |
| Goat | Smiley | Intact Male | 2015 | 2015 |  | none |
| Goat | Lucky | Intact Male | 2015 | 2015 |  | none |
| Goat | Peter | Intact Male | 2016 | 2016 |  | none |
| Goat | Paul | Intact male | 2016 | 2016 |  | none |
| Goat | Mary | Intact Female | 2016 | 2016 |  | none |

Emergency Action Plan

Contact Information

Emergency phone numbers: 9-1-1 for all emergencies

Phone number: (540) 842-1756

Cell phone alternate: (540 (223)-1643

Address SFES:

2854 Byrd Mill Road

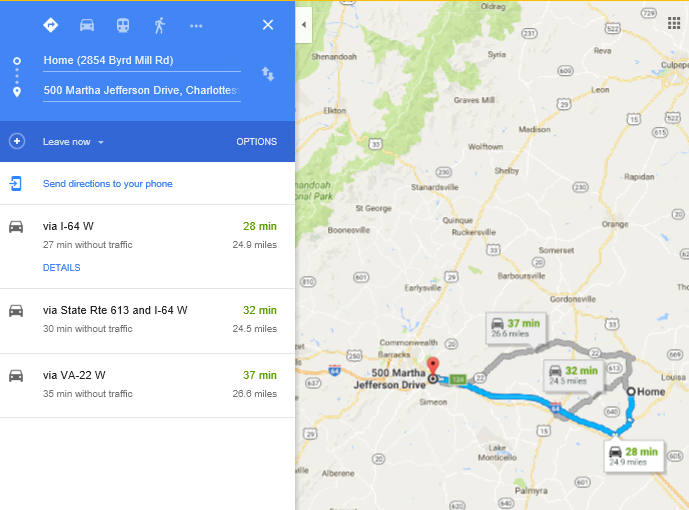
Louisa, VA 23093

Address of nearest hospital: Martha Jefferson Hospital

500 Martha Jefferson Drive  
Charlottesville, VA 22911

Phone number of nearest hospital 434-654-7000

Directions to nearest Hospital



SFES contact (1st option): Rhondavena LaPorte

SFES contact (2nd option): Bill LaPorte

SFES contact (3rd option): TBA

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**SERENITY FARM EQUINE SANCTUARY**

**HORSE EMERGENCY EVACUATION LIABILITY WAIVER**

WAIVER OF LIABILITY: **Any person or entity who boards or otherwise houses a horse on Stable property, or any person or entity having ownership or other interest in a horse left unattended on Stable property, hereby releases Stable, its employees, and any person who is assisting in the evacuation of horses from Stable property, each of them individually and collectively, (The Parties) who is/are participating in the evacuation of horses from Stable property, in accordance with horse evacuation plan, hereby releases The Parties from all and every claim for damages which may occur through or by reason of any matter, thing, or condition, including injury to a horse, which may or may not include a claim of negligence of any kind, which may accrue and arising out of the execution of said evacuation plan. This waiver of liability is adopted by Stable and cannot be waived in whole or in part except by approval of the owners of the Stable.**

All persons with horses housed on the property acknowledge this waiver of ALL liability, and sign below to accept responsibility for any action taken on behalf of others pursuant to this plan, and with the intent of protecting animals on Stable property.

Acknowledge the foregoing by initial here: \_\_\_\_\_\_\_\_\_\_\_\_

**Scenario 1** – At least four (4) hours exist before a mandatory evacuation of people from the area is announced, allowing time to trailer horses to other locations.

**Scenario 2** – Sufficient time exists (1 to 4 hours) to put halters on all horses to ready them for evacuation or relocation to lower field.

**Scenario 3** – Insufficient time to organize horse evacuation or relocation and law enforcement requires all people to leave the area. Horses are to be turned loose on the ranch **(paddock gates, barn doors, and main property gates closed)** to allow horses to save themselves from impending blaze.

ASSUMPTION: This plan anticipates the ranch owners will be engaged in saving their belongings and dwellings will not be available to assist in horse evacuation, and the responsibility to fulfill this plan will reside with the boarders and other volunteers and attempt to perform the evacuation in good faith.

**SCENARIO 1 – 4 hours before mandatory evacuation**

NOTE: No horse trailers are to enter the property without permission from the owners or appropriate law enforcement personnel.

Loading coordinator: Person with most experienced in horse loading shall be the Loading Coordinator. Horse who knows how to load will be loaded first. The loading coordinator will consider the input of the horse owner and trailer owner, but is authorized to exercise his/her independent judgment, and if the horse will not load within a reasonable period of time, the next horse in line should be loaded and the problem horse returned to a holding pen until it can be safely loaded. In no event shall the loading of horses be unduly delayed for a problem horse because of limited space for trailers to wait to be loaded, and risk placed on people by the untrained horse.

Notification: Boarders will be called and sent emails.

Action #1 – Boarded horses will remain at the ranch until they are ready to load.

Action #2 – All horses boarded on the property will be relocated to upper paddocks as trailers become available. Note: Boarders with a trailer on the premises are authorized to load their own horse(s) and proceed to public roads, subject to the traffic control. If you have room in your trailer, you are encouraged to fill up your trailer with other horses.

Action #8 – If evacuation becomes **immediate**, revert to Scenario #2.

**SCENARIO 2 – 1-4 hours to evacuate/relocate horses, imminent evacuation**

There is insufficient time to evacuate all the horses via trailer, but mandatory evacuation required by law enforcement is imminent. All horses will be haltered and readied to be loaded into trailers and moved to the lower field if trailers are not available. Field gates will be closed and water buckets hung if time allows.

**SCENARIO 3 – Immediate Evacuation**

Firestorm is imminent and law enforcement has ordered mandatory evacuation, or there is insufficient time to execute Scenario 1 or 2.

To the extent it is safe and authorized by appropriate law enforcement personnel, turn ALL horses loose, beginning with those closest to the fire. If possible, and it is safe to do so, herd the horses in the opposite direction of the fire. It is believed the horses will herd up and save themselves.

(NOTE: Be sure to securely close paddock gates and barn doors.)

PRE-EVACUATION FIRE SUPPRESSION

In no event should any person undertake any action that will place themselves or others at risk of injury. No person should attempt to operate a fire hose without training.

No person should interfere with instructions of fire suppression personnel or other law enforcement authority.

I am a horse owner/boarder on [ranch] property and I hereby acknowledge the foregoing.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print name: Rhondavena LaPorte

Address: 2854 Byrd Mill Road

City, State Louisa, VA 23093

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**POLICY**

Serenity Farm Equine Sanctuary aims to resolve problems and grievances promptly and as close to the source as possible with graduated steps for further discussions and resolution at higher levels of authority as necessary.

**Statement of General Principles**

* Complaints must be fully described by the person with the grievance
* The person(s) should be given the full details of the allegation(s) against them
* The person(s) against whom the grievance/complaint is made should have the opportunity and be given a reasonable time to put their side of the story before resolution is attempted
* Proceedings should be conducted honestly, fairly and without bias
* Proceedings should not be unduly delayed.

**PROCEDURES**

The following is a four level process:

1. The volunteer attempts to resolve the complaint as close to the source as possible.   
   This level is quite informal and verbal.  
     
   *If the matter is not resolved*
2. The volunteer notifies the volunteer manager (in writing or otherwise) as to the substance of the grievance and states the remedy sought.  
   Discussion should be held between volunteer and any other relevant party.  
   This level will usually be informal, but either party may request written statements and agreements.

This level should not exceed one week.

*If the matter is not resolved*

1. The volunteer manager must refer the matter to the Board of Directors.   
   A grievance taken to this level must be in writing from the volunteer.   
   The volunteer manager will forward to the Board of Directors any additional information thought relevant.  
   The Board of Directors will provide a written response to the volunteer.  
   The Board of Directors will also communicate with any other parties involved or deemed relevant.  
   This level should not exceed one week following the next scheduled meeting.

*If the matter is not resolved*

1. The volunteer will be advised of his/her rights to pursue the matter with external authorities if they so wish.

**LEASE AGREEMENT**

THIS LEASE AGREEMENT (the “Lease”) is updated effective as of the 1st day of June 2016 by and between William J. and Rhondavena LaPorte, hereinafter referred to as “Lessor,” and Serenity Farm Equine Sanctuary, a Commonwealth of Virginia nonprofit corporation, hereinafter referred to as “Lessee.”

RECITALS:

1. Lessor owns that certain real property (hereinafter referred to as “Leased Premises”) located at 2854 Byrd Mill Road, Louisa Virginia 23093-4600, consisting of multiple horse shelters, a tack room, corrals and land access thereto.
2. Lessor acknowledges that Lessee is a Commonwealth of Virginia nonprofit corporation whose mission is the rescue, rehabilitation and adoption services for horses and other equines, and essential to the success of Lessee’s mission is the continual, stable, and semi-permanent location and housing of said horses and other equines. Lessor, exclusively and individually, declares and covenants that Lessor shall in no manner interfere, obstruct, frustrate or otherwise negatively affect or influence the purpose, mission and goals of the Lessee for the Term of this Agreement as herein recited.
3. Lessor and Lessee enter this Lease for the Leased Premises on the terms and conditions hereinafter set forth.

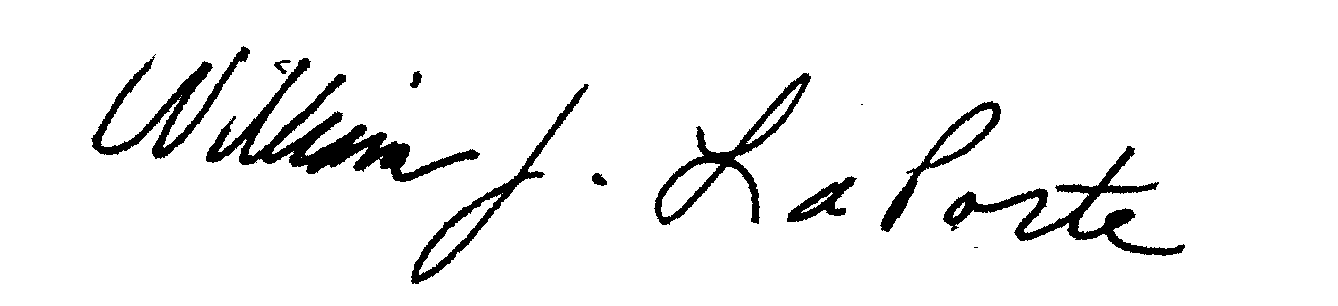
CONVENANTS:

For valuable consideration and the mutual promises and covenants herein contained, the parties agree as follows:

1. Leased Premises. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, pursuant to the provisions of this Lease, the Leased Premises as above described.
2. Term. This Lease shall be for the term of ten (10) years commencing on June 1, 2016 and ending on May 31, 2026 (the “Term”), unless sooner terminated pursuant to the provisions hereof.
3. Rent. Upon execution of this Lease, Lessee shall pay to Lessor as rent for the Leased Premises the sum of $1 per month. Said monthly rent may be subject to change and said monthly rent amount may increase or decrease throughout the Term of this Agreement and shall only be valid upon the written consent, agreement and approval by both parties herein named. Lessor shall provide Lessee with not less than nine (9) months written notice al any proposed increase or decrease in the requested monthly rent amount.
4. Taxes and Assessments. Lessor shall pay and discharge as they become due, before delinquency, all taxes (including and rental taxes), real property taxes, assessments, rates, charges, license fees, municipal liens, levies, privilege tax, excises, or imposts, whether general or special, or ordinary or extraordinary, of every kind whatsoever which may be levied, assessed, charged, or imposed, or which may become a lien or charge on or against the Leased Premises, or any part thereof, or any improvements situated thereon, during the Term.
5. Purpose of Lease. The Leased Premises shall be used for primary purpose of providing a facility for housing, stabling, or otherwise providing for the care and maintenance of horses or other equines and for the purposes of furthering the mission, goals and operations of Serenity Farm Equine Sanctuary.
6. Utilities. Lessor shall fully and promptly provide and pay for all electricity , power, gas, water, and other utility or service furnished to or consumed upon the Leased Premises during the term hereof.
7. Insurance.
   1. Proof of Insurance. Lessee agrees to provide, pay for and maintain, during the Term of this Lease and any extensions thereof, as its sole cost and expense, a policy or policies of comprehensive general liability, fire and casualty, public liability and property damage insurance with insurers and in amounts and a form reasonably acceptable to Lessor, all of which policies shall name Lessor as an additional insured; and Lessee hereby agrees to hold Lessor harmless from any claims or damages which are to be covered by such insurance proceeds, to the extent thereof. Lessee agrees to furnish Lessor with certificates or other proof of such insurance upon the reasonable request by Lessor. Lessee further shall provide an endorsement on each such policy or policies whereby the insurer agrees to give Lessor at least thirty (30) days written notice prior to the alteration, cancellation, amendment or other occurrence which in any way affects the coverage provided.
   2. Prohibited Acts. Lessee shall not knowingly make nor permit any use to be made or acts done in or upon the Leased Premises which shall be in violation of any application law, statute, ordinance or regulation of any governmental agency, or cause a cancellation of any insurance policy covering the Leased Premises or any part thereof.
8. Maintenance and Repairs. Lessor shall be responsible for all maintenance or repairs of any kind on or to the Leased Premises. Lessor shall, at all times during the term hereof, at its own cost and expense, maintain, replace and keep in good condition and repair the improvements placed or erected on the Leased Premises. Notwithstanding the above, repairs necessitated due to damage caused by the Lessee, its employees, guests, agents or animals shall be the responsibility of Lessee. Lessee shall be solely responsible for all expenses and costs for the removal of all trash, horse manure and other waste suffered upon the Leased Premises.
9. Access to Premises. Lessor and Lessor’s agents shall have concurrent access to and enjoyment of Leased Premises; however, said concurrent access shall not interfere with, hinder, or otherwise disparage the mission or operations of Serenity Farm Equine Sanctuary.
10. Assignment, Subletting and Successors.
    1. Lessee shall not have the right to sell, assign, or transfer all or any part of this Lease or its interest in this Agreement, or to sublet or sublease all or part of the Leased Premises without the prior written consent of Lessor. Lessee shall not have the right to pledge or encumber all or any part of this Lease or its interest in this Agreement.
    2. In the event Lessor shall do any act permitted under this Paragraph, Lessee nevertheless shall continue to be fully liable and responsible for the payment of all rent and the full and faithful performance of each and all of the terms, covenants and conditions herein contained on the part of Lessee herein to be performed and observed.
    3. Lessor shall maintain the right to sell or transfer the Leased Premises and its interests hereunder to another party with the understanding and agreement that all rights, duties and obligations as contained herein shall be honored and binding upon the new property owner of said Leased Premises. Lessor hereby covenants and agrees that any transfer or sale of said Leased Premises shall in no way affect or limit Lessee’s tenancy period or Lessee’s occupation and operations conducted on said Leased Premises. Lessee reserves the right to terminate this Agreement for any reason should Lessor transfer or wish to sale said Leased Premises to another party. Lessor shall provide Lessee with not less that twelve (12) months written notice of said proposed sale and transfer, where after, Lessee shall be afforded a nine (9) month period to consent to, approve and agree, in writing, to the continued tenancy and occupation of said Premises with the new property owner, or Lessee may chose to terminate this Agreement in its entirety. Should Lessee chose to terminate said Agreement and vacate the Leased Premises, Lessee shall be afforded an additional nine (9) month period from the date of said Notice of intent to vacate and terminate this Agreement.
    4. All rights and liabilities herein given to, or imposed upon the respective parties hereto shall extend to and bind their respective heirs, executors, administrators, successors and permitted assigns of the said parties.
11. Lessee’s Defaults. Lessee shall be in default under this Lease if, during the term of this Lease:
    1. The monthly rental payment provided hereunder or any part thereof or any other sums payable by Lessee to Lessor hereunder shall not be paid within ten (10) calendar days of the due date without offset or diminution.
    2. In the event Lessee shall fail to perform any of the other terms, conditions and covenants in this Lease and if Lessee does not promptly commence and diligently pursue the correction of such nonperformance within ninety (90) days after written notice from Lessor specifying the breach. In the event Lessee, within the ninety (90) day period allowed to cure nonmonetary defaults shall not have completely cured its breach of performance and provided Lessor’s rights are not jeopardized, Lessee shall have such additional time as is reasonably necessary to remedy such breach of performance and to continue such contest or protest to a final termination or adjudication. If any such breach or performance is thereafter remedied with due diligence, or, after contesting or protesting same is remedied in view of all the circumstances within a reasonable time after a final determination or adjudication against Lessee, then Lessee shall not be in default and any notice of default given shall be null and void.
12. Remedies of Lessor. In the event of any default under this Lease by Lessee not otherwise cured by Lessee in accordance with the provisions of this Agreement as set forth above, Lessor may elect:
    1. To terminate this Lease, said termination to be effective ninety (90) days after written notice thereof.
    2. To retake possession of the Leased Premises, to relet the Leased Premises or any part or parts thereof, and receive and collect rents therefore, applying the same first to the payment of such expenses as Lessor may have incurred in recovering possession of Leased Premises, including but not limited to legal expenses and attorney’s fees, and for putting the same in good order or condition, and expenses, commissions and charges paid, assumed or incurred by Lessor in connection with the reletting of the Leased Premises, and then to the fulfillment of the covenants and obligations of Lessee hereunder.
    3. In addition to the foregoing, the Lessor shall have such other remedies as provided by law or this Lease.
13. Quiet Enjoyment. Upon payment by the Lessee of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions of Lessee’s part to be observed and performed, Lessee shall peaceably and quietly hold and enjoy the Leased Premises for the entire term herein recited without hindrance or interruption by Lessor or any other person or persons claiming the same through Lessor.
14. Upon the Incapacity or Death of Lessor. Upon the incapacity or death of Lessor, Lessor hereby directs and instructs that all terms contained in this Agreement shall be honored, upheld and shall be binding upon Lessor’s agents, heirs, successor’s or assigns. The above-described right to sale or transfer said Leased Premises to another property owner is personal and exclusive to Lessor and said right of sale or transfer shall not extend to anyone acting on behalf of Lessor in a fiduciary capacity. If Lessor is deemed incapacitated or dies within the ten (10) year Lease Term, all provisions, covenants, and duties herein recited shall be honored both by those acting on behalf of Lessor in a representative or fiduciary capacity and by Lessee. Lessee does retain the right to terminate this Agreement for any reason should Lessor become incapacitated or die within the term of this Agreement.

Prior to the finalization and execution of this Agreement, Lessor agrees to provide Lessee with written notice and proof that Lessor agrees that upon the incapacity or death of Lessor, Lessor’s agent, heirs, successors and assigns shall be bound by the terms of this Agreement in its entirety and that those acting for or on behalf of Lessor shall honor all covenants and duties herein recited.

1. Entire Agreement. This Lease sets forth all the covenants, promises, agreements, conditions and understanding between Lessor and Lessee concerning the Leased Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the parties other than the terms container herein. No representations have been made to, or relied upon by, either party or anyone acting for or on behalf of either party by any person, which are not fully and completely set forth herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by both parties.
2. Captions. The captions and paragraph numbers and letters appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or paragraphs of this Lease.
3. Partial Invalidity. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.
4. Notices. All notices, demands or elections of whatsoever sort which this Lease requires or permits either party to give to the other, shall be in writing and shall be personally delivered or shall be delivered by registered or certified mail, return receipt requested, addressed to the respective parties as follows:

LESSOR:RhoSign 

LESSEE: Serenity Farm Equine Sanctuary

NAME AND ADDRESS: Serenity Farm Equine Sanctuary 2854 Byrd Mill Rd. Louisa, VA 23093

Either party or any other person entitled to notice hereunder, may from time to time, designate to the other in writing given in accordance with this paragraph, a different address for service of notice. Notice by registered or certified mail shall be deemed served upon receipt.

1. Governing Law and Attorney’s Fees. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Should it be necessary for Lessor or Lessee, in an attempt to enforce compliance with this Agreement or collect sums due hereunder, to engage the assistance of an attorney because of any such default or violation, each party agrees to pay to the prevailing party, all reasonable attorney’s fees and costs, caused by such default and/or violation or violations. Should suit be brought by Lessor and Lessee to enforce or to recover on any of the terms and conditions contained in this Agreement, the prevailing party therein shall be entitled to reasonable attorneys’ fees and court costs.
2. Waiver. No waiver of any covenant of this Lease or a breach of such covenant shall constitute a waiver of any other covenants, duties or remedies as recited in this Agreement.
3. No Partnership. Lessor shall not be construed or held to be a partner or associate of Lessee in the conduct of Lessee’s business, it being expressly understood and agreed that the relationship between the parties hereto is and shall at all times remain during the lease term that of Lessor and Lessee.
4. Surrender of Premises. Lessee shall, on the expiration of the term or terms hereby created, or upon the earlier termination hereof for any reason, quit and surrender said premises in good order, condition and repair, reasonable wear and tear expected.
5. Permanent Structures. In the event the Leased Premises are sold or transferred to another owner during the Term of this Agreement, Lessee shall be reimbursed for permanent structures erected and purchased by Lessee; currently consisting of $10000 valued as of 12/31/2016.

IN WITNESS WHEREOF, the parties hereto have executed this Lease this 1st Day of June, 2016.

LESSOR: William & Rhondavena LaPorte LESSEE: Serenity Farm Equine Sanctuary

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME *By and on Behalf of the Board of Directors of ORGANIZATION,*

*a STATE nonprofit corporation*

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Vice President

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Secretary

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Member

*[Pursuant to the Articles of Incorporation and the Bylaws of said nonprofit corporation, a majority of the then acting Board of Directors may execute and bind said corporation to any contract or other agreement relating to the operations of said corporation]*

Note from GFAS: 1) Consider adding an escape clause for the lessee as well.

2) Owners of the property who may be Board Members should not be present for discussions regarding the lease due to conflict of interest with their ownership of the Lease premises, nor should they vote on the matter.

SERENITY FARM EQUINE SANCTUARY

FIREARMS AND WEAPONS POLICY

SFES staff and volunteers are strictly prohibited from possessing firearms, ammunition for any caliber of firearm, explosives or weapons (hereafter referred to as “weapons”) on the premises without the explicit advance authorization of SFES, regardless of whether a federal or state license to possess the same has been issued to the possessor. The only exceptions to this policy are as follows:

1. Commissioned law enforcement officers to the extent they are legally permitted to possess weapons in the jurisdiction in which the university premises are located may do so on the premises of the university in such jurisdiction. For instance, Metropolitan Police Department officers who are legally permitted to possess weapons in the District of Columbia may possess such weapons on the Foggy Bottom or Mount Vernon campuses.

2. Persons in the military in performance of their official duties to the extent they are legally permitted to possess weapons in the jurisdiction in which they are located may do so on the premises of the university in such jurisdiction.

Anyone possessing a weapon other than those in the exception categories will be asked to remove it from SFES immediately.

FIREARMS AND WEAPONS STORAGE

The family possesses firearms. They shall be stored in locked cabinets or locked areas not accessible to children or SFES visitors. Ammunition shall be stored in a locked place separate from the firearms. Users have licenses/permits.

Virginia Administrative Code, 22VAC40-130-270 http://leg1.state.va.us/cgi-bin/legp504.exe?000+reg+22VAC40-130-270