Comal County
325 Resource Drive
New Braunfels, TX 78132

We/I have received a copy of our signed 2020-2021 barn contract.

Signature _____ Date _____

By signing above, I acknowledge that I have read the barn contract and have watched the barn meeting video and I agree to the information presented.

Texas A&M AgriLife Extension provides equal opportunities in its programs and employment to all persons, regardless of race, color, sex, religion, national origin, disability, age, genetic information, veteran status, sexual orientation, or gender identity.

The Texas A&M University System, U.S. Department of Agriculture, and the County Commissioners Courts of Texas Cooperating.

Individuals with disabilities who require an auxiliary aid, service, or accommodation in order to participate in meetings are encouraged to contact the Texas A&M AgriLife Extension Service office at 830-620-3440 five days prior to the event so that appropriate arrangements can be made.

COMAL COUNTY 4-H PROJECT CENTER BOARDER AGREEMENT AND EXTENSION FACILITY RULES

Please carefully read this agreement before signing it. Signing the agreement acknowledges that you have read the rules and are agreeing to abide by them. This agreement is to be signed by 4-H member and his/her parents or guardian(s) and returned to the Extension office with Owner Contact Information Sheet.

The barns and property owned by Comal County and administered by the Texas A&M AgriLife Extension Service offices in Comal County provide a place for active 4-H members who do not have facilities available and who wish to have a livestock or horse project. 4-H members must comply with the following terms and conditions. Any new terms and conditions will be effective immediately upon notification to 4-H members housing animals at the Animal Facilities.

This Agreement is made this _____ day of _____, 20_____, between

_____ (name of parent(s) or legal guardian(s) contracting on behalf of minor child(ren) ("4-H Member") and Comal County, Texas, and the Texas A&M AgriLife Extension Service, political subdivisions of the State of Texas ("Comal County"). This Agreement shall be effective from the date above until _____.

All parties hereto agree that the underlying focus of this Agreement is 4-H Members in Comal County and all parties further agree to conduct themselves respectfully toward each other at all times in order to further the mission of Texas 4-H, stated as follows: "Prepare youth to meet the challenges of childhood, adolescence and adulthood, through a coordinated, long-term, progressive series of educational experiences that enhance life skills and develop social, emotional, physical and cognitive competencies."

NOW THEREFORE, for and in consideration of the premises and the mutual promises, covenants, and agreements set forth in this Agreement, 4-H Member and Comal County agree as follows:

1. "Animal Facilities" means the land and improvements located on the premises owned by Comal County and operated by the Texas A&M AgriLife Extension Service, including, but not limited to, the project barns and horse barn located at 325 Resource Drive, New Braunfels, Texas 78132.

2. "4-H Member" means a child who is enrolled and actively participating as a member of 4-H in Comal County and his or her parent(s) and/or legal guardian(s). Parents and/or legal guardian(s) who accompany 4-H Member to the Animal Facilities must be registered on 4-H Connect.

3. "Extension Agent" means an employee of the Texas A&M AgriLife Extension Service charged with the responsibility of administering the Animal Facilities.

4. All animals housed at the Animal Facilities must be a part of a 4-H project respective to the animal being housed at the Animal Facilities. Each member must turn in a 4-H record book by the county deadline and include their animals housed at the Facility as part of a 4-H project. Failure to complete a 4-H record book will result in termination of this Agreement and the 4-H Member will be prohibited from renewing this Agreement for the following year.

5. A limit of two (2) total animals per species per 4-H member will be allowed. Stall assignments will be made at the first barn meeting for the upcoming 4-H year. A lottery system will be used to assign stalls and pens. Payment for stalls and pens must be made at the time of assignment. Any available pens after the first barn meeting will be made available on a first come, first paid basis.

6. Fees for large animals (horses): 4-H Member shall pay a monthly fee of $75.00 per large animal for housing his or her large animal(s) at the Animal Facilities. This fee is due and payable on the 1st day of each month. Checks are to be made payable to Comal County.

7. Fees to use the paddocks for outdoor time for horses will be $30.00 per animal per month for the project year. Checks are to be made payable to Comal County.

8. Fees for small animal projects (sheep, goats, swine): 4-H Member shall pay a one-time non-refundable fee of $75.00 per project animal for the for the above stated term. The fee is due upon reservation of pen for the project year. Checks are to be made payable to Comal County.

9. Each 4-H Member is responsible for feeding and caring for his/her project animal(s). 4-H Member must feed, care, and maintain their own project animal(s), or make arrangements with someone else to feed, care, or maintain their project animal(s) upon written approval of the Extension Agent. Each 4-H Member must comply with all rules adopted by the Comal County Commissioners Court concerning the care of animals and the Animal Facilities.

10. All animals must meet 4-H guidelines for validation, certification (horses), or registration (breeding stock), and horse owners must provide to Comal County proof of a current negative Coggins test. 4-H Member must provide proof of ownership prior to approval for Animal Facilities use.
    Proof of Ownership Clarification for horses: According to the Texas 4-H Horse Validation Program, "the horse MUST be owned solely by the 4-H member, his/her parents (biological or stepparents), brother, sister, grandparents, or legal guardian. Horses under lease to, but not owned by any of the named persons, do NOT qualify. Horses owned in partnership or jointly with any person other than those previously listed do NOT meet ownership requirements."
    Proof of Ownership Clarification for small animals: "All exhibitors must have viable proof of ownership available to prove length of time animals have been owned. Market animals (sheep, swine, goats) must be owned and under exhibitor's daily care for the duration of the stay in the small Animal Facilities. The official ownership date is the date shown on the bill of sale or receipt of sale, unless the animal was bred by the exhibitor, in which case calving or birth records will be utilized. Registered breeding livestock must show the exhibitor as the sole owner of the animal on the breed association papers or certificates. Exhibitors must continuously own and personally feed and care for their animal(s) throughout the entire feeding period."

11. Each 4-H Member shall properly care for his or her animal by feeding the animal, maintaining and cleaning the animal pen or stall, and providing all necessary medical and health related treatments. If an animal or its living quarters are not properly cared for, or the fees are not paid on time, the 4-H Member will be asked to remove his or her animals from the premises upon the following default notification schedule:

a. 1st Default Notification: 4-H Member will be notified in writing by registered mail and email with "Request a Read Receipt."

b. 2nd Default Notification: If 4-H Member does not remedy the issue within 48 hours of receipt of the 1st Notification, 4-H Member will be required to remove the animal(s) from the Facilities.

Following the 2nd Default Notification, if an animal is not removed within 48 hours, the animal will be deemed abandoned and it will be sold at market. Any expense incurred by this process will be deducted from the sale of the animal. Any money remaining will be handled under the abandoned property law of the State of Texas.

During the term of this Agreement, upon the third incident requiring a Default Notification, this Agreement will automatically terminate and the animal(s) must be removed within 48 hours.

12. 4-H Member will be prohibited from entering into a Boarder Agreement for the following year if a Default Notification is sent to 4-H Member during the term of this Agreement.

13. 4-H Member is responsible for notifying a veterinarian in case of an emergency and is responsible for any expenses related to his/her animal(s).

14. 4-H Member must notify the Texas A&M AgriLife Extension Service office with any maintenance problems as they arise so arrangements can be made for repairs.

15. 4-H Member will be given a gate code for access. The gate code given to 4-H Member must not be shared with others. The code may only be given out by the Texas A&M AgriLife Extension Service staff. Violation of this provision may immediately cause termination of the agreement and removal of 4-H Member's animal(s) at the discretion of Comal County. If the gate becomes inoperative, contact the Extension office. There are contingencies for emergency situations.

16. The use of alcoholic beverages, illegal drugs, smoking and any type of tobacco products is prohibited on Comal County property. This included adults as well as youth. Violators will be banned from the premises immediately. Illegal activity should be reported to the Comal County Sheriff's Office: 830-620-3400. Violation of this provision may immediately cause termination of this agreement and removal of 4-H Member's animal(s) at the discretion of Comal County.

17. Comal County will not insure 4-H Member's animal. All insurance and fees must be paid by the 4-H Member. Check with the Extension agent for possible insurance sources.

18. 4-H Member, for himself or herself, and 4-H Member's personal representatives, assigns, heirs, and next of kin, hereby releases, waives and covenants not to sue and hereby discharges Comal County, Comal 4-H and the Texas A&M AgriLife Extension Service, its public officials, officers, agents, and employees, in their official or personal capacities, from all liability to 4-H Member, his or her personal representatives, assigns, heirs and next of kin for all loss or damage, and from every claim, demand, action or right of action, of whatsoever kind or nature, either at law or in equity, on account of injury to the person or property of, or resulting in death of, 4-H Member while 4-H Member is for any purpose participating in the use of the Animal Facilities, WHETHER CAUSED BY THE NEGLIGENCE OF COMAL COUNTY,

COMAL 4-H, THE TEXAS A&M AGRILIFE EXTENSION SERVICE, ITS PUBLIC OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES IN THEIR OFFICIAL OR PERSONAL CAPACITIES OR OTHERWISE, and whether caused by or arising out of the improper design, instruction or use of the Animal Facilities, or a failure to warn as to its proper use or as to its dangerous characteristics, or any defects in the failure to repair, or the negligent repair of, any equipment or the Animal Facilities, or the negligent use of the Animal Facilities.

19. 4-H Member agrees to indemnify and hold harmless Comal County, Comal 4-H and the Texas A&M AgriLife Extension Service from any and all loss, liability, damage or cost Comal County, Comal 4-H, or the Texas A&M AgriLife Extension Service may incur due to the use of the Animal Facilities, by 4-H Member, WHETHER CAUSED BY THE NEGLIGENCE OF COMAL COUNTY, COMAL 4-H, AND THE TEXAS A&M AGRILIFE EXTENSION SERVICE, ITS PUBLIC OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES IN THEIR OFFICIAL OR PERSONAL CAPACITIES, OR OTHERWISE. 4-H Member shall permit no guest to access or use the Animal Facilities. If 4-H Member violates this prohibition, 4-H Member shall indemnify and hold harmless Comal County, Comal 4-H, and the Texas A&M AgriLife Extension Service from any and all loss, liability, damage, or cost Comal County, Comal 4-H and the Texas A&M AgriLife Extension Service may incur due to the use of or access to the Animal Facilities by such guests.

20. This Agreement may be terminated at any time by Comal County upon 30 days written notice. All animals and other property of 4-H Member must be removed within 30 days of notice being sent by Comal County.

21. No provision of this Agreement shall affect or waive any sovereign or governmental immunity available to Comal County and/or its elected officials, officers, employees and agents under Federal or Texas law nor waive any defenses or remedies at law available to Comal County and/or its elected officials, officers, employees and agents under Federal or Texas law.

22. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. Exclusive venue shall be in a court of competent jurisdiction in Comal County, Texas.

23. No waiver of any provision of this Agreement will be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to the Agreement; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent defaults of the same type. The failure at any time to enforce this Agreement or covenant by any party or their respective heirs, successors or assigns, whether any violations thereof are known or not, will not constitute a waiver or estoppel of the right to do so.

24. This Agreement contains the entire agreement between the parties and correctly sets forth the rights, duties and obligations of each to the other as of the Effective Date. Any oral representations or modifications concerning this Agreement will be of no force or effect.

EXTENSION FACILITY RULES

1. Amendments and/or additions to these Rules may be made by Comal County or the Extension staff without prior notification.

2. **4-H VOLUNTEER SCREENING:** All adults over the age of 18 (parents, guardians, older siblings, etc.) who may accompany a barn boarder to the Extension facility barns must complete the 4-H Volunteer Screening process through the 4-H Connect online enrollment program (https://4honline.com/) within 30 days of signing the boarder agreement. Those who do not comply will not be allowed on the Animal Facilities or will be asked to leave the Animal Facilities.

3. **KEEP FACILITIES CLEAN:** All barn boarders are responsible for keeping their own stalls, paddocks, riding areas and the barn general areas clean and the alley ways swept or blown-out and free of debris on a daily basis. If necessary, after blowing alley way in Horse Barn, hose it down if excessively dirty.

4. **BARN WASTE** (manure and shavings): Handle barn waste as directed by county Extension staff. No barn waste is allowed within 10 feet of any barn/building/structure. Deposit barn waste in areas indicated by signage. Barn boarders must supply their own brooms, shovels, equipment, wheelbarrow, etc. Lockers and tack stalls are provided to lock up these personal items. All personal equipment must be labeled with 4-H Member's name.

5. **WEATHER:** Be aware of weather and/or temperatures. Extreme heat requires additional water for animals. Extension staff will make best efforts to drip water faucets in icy weather. During inclement weather, agents may contact the boarders to move their animals for safety.

6. **BARN OFFICE/RESTROOMS:** Restroom facilities are in the Horse Barn office. County employees periodically stock toilet paper and paper towels. Barn boarders must work to keep these facilities clean. Abuse of restroom privileges may result in the restroom being permanently locked. The A/C-heater in the office must be turned off prior to leaving the office.

7. **TRAILERS and OTHER EQUIPMENT:** Personal trailers may not be housed on County property. Do not block the dumpster when loading, unloading, cleaning stalls, etc. Coordinate travel to and from shows with other barn boarders. 4-H equipment must be checked out in the office and used at the facility during the scheduled time. An equipment deposit will be required at the time of check-out. The amount of the equipment deposit will be set in accordance to the recommendations of the Finance Committee. Everyone is responsible for supplying their own blades to be used during shearing. All equipment must be returned clean and ready for use when returned to the office.

8. **PADDOCKS:** Paddocks are shared by all boarders and will be assigned for the 4-H year. All paddock gates must be kept in a closed position whether the paddock is in use or not..

9. **ARENA AND ROUND PEN:** The arena and round pen may only be used for riding or actively exercising animals. These areas may not be used as paddocks and animals may not be left unattended in the arena or round pen. All equipment/materials used in the arena or round pen must be removed when finished.

10. **SMALL ANIMAL EXERCISE AREAS:** The oval track in front and fenced area behind the small animal barn may only be used for actively exercising animals. These areas may not be used as paddocks and animals may not be left unattended in these areas.

11. **PHOTOS REQUIRED:** Photos are required of horses housed on the Extension grounds. Photos are not required of lambs, goats or hogs.

12. **CLEAN UP AFTER ANIMALS:** 4-H Member must clean up after animals that relieve themselves in the parking lot, near the Extension building, or near the gardens.

13. **LANDSCAPED AREAS:** All project animals must be kept out of landscaped areas and/or gardens on Extension grounds.

14. **NO PETS ALLOWED:** No pets are allowed on the Extension grounds. Exceptions will be made for service animals.

15. **FLIES/MOSQUITOS:** The barns will have flies. 4-H Member may need to hang sticky fly strips or bags of water. Boarders may not spray pesticides without permission of a County Extension Agent. Some sprays can be harmful to animals and even humans. The best way to combat flies is to keep stalls/pens clean. Because of increased risk of disease from mosquitos, boarders will be required to use mosquito dunks in their water troughs/supplies. The dunks will be made available by the office.

16. **STALLS:** Animals should remain in their assigned stalls with identifying owner information on the front of the stall. If animals are combined in the same stall, identifying information for all animals must be on the front of the stall. Stalls must remain in their original configuration unless permission is granted to do otherwise. At the end of boarder's project stalls must be returned to the original configuration.

17. **VACATING STALLS:** Stall and all boarder belongings must be cleaned out by the termination date indicated in the Agreement. When vacating stalls, boarders are responsible for cleaning the stalls being vacated. Stalls must be left in clean, sanitary condition, ready for the next animal to move in. 4-H Member must be checked out of their assigned stall(s) or pen(s) by the Extension Agent in charge of facilities.

18. **STOCK SHOW PARTICIPATION:** 4-H members are encouraged to participate in any livestock show they wish (i.e. Comal County Fair, 4-H Livestock Show, Cougar Classic, FFA chapter shows, Jackpot shows, etc.). Youth that house sheep, goats, and swine at the Animal Facilities must show their animal(s) through 4-H at the Comal County Junior Livestock Show.

COMAL COUNTY 4-H PROJECT CENTER BOARDER AGREEMENT AND EXTENSION FACILITY RULES

REMOVE THE FOLLOWING TWO PAGES and turn in to Extension office with your contract	**Stall/Pen Number:**

By signing below you agree that you have read and understood the COMAL COUNTY 4-H PROJECT CENTER BOARDER AGREEMENT AND EXTENSION FACILITY RULES*.*

SIGNED:

_____

PRINT NAME – BARN BOARDER(s) (4-H MEMBER)

_____

SIGNATURE – BARN BOARDER(s) (4-H MEMBER) **DATE**

_____

PRINT NAME – PARENT/GUARDIAN OF BARN BOARDER (4-H MEMBER)

_____

SIGNATURE – PARENT/GUARDIAN OF BARN BOARDER (4-H MEMBER) **DATE**

Indicate which stockshow or project activity you intend to participate in: ----------

Contact information:

Home address: _____

Emails:

Member_____ **Parent**_____

_____ _____

Parent phone number – home **Parent phone number - mobile**

_____ _____

Member phone number - home **Member phone number - mobile**

Third party contact not living in the family home:

_____ _____

Name **cell number**

VEHICLES

To help maintain a safe environment, provide the Extension office with the make, model and license plate number of ANY and EVERY vehicle your family drives.

Vehicle #1 _____

MAKE MODEL LICENSE PLATE

Vehicle #2 _____

MAKE MODEL LICENSE PLATE

Vehicle #3 _____

MAKE MODEL LICENSE PLATE

Vehicle #4 _____

MAKE MODEL LICENSE PLATE

Office sign off

Pen/paddock assignments:

_____Member is enrolled on 4-H connect at time of contract

_____Member is enrolled on 4-H connect for the correct project year

_____Parent/adult has completed background check requirements within 30 days of signing the contract

_____Only 2 animals per species

_____Copy of agreement/contract and signature page returned to family

_____Parents and child have signed the agreement

_____Member completed record book (if Member boarded at Facility during previous 4-H year)