

CTS Charter Member Rights, and Assumption of Obligations, Rules and Standards

Charter members are committed to advancing the City to Saddle Mission ... providing underserved children access to the pleasures and benefits of horsemanship.

Rights

- (i) privilege to operate as a Charter Member of CTS;
- (ii) license to use CTS logo and tagline;
- (iii) access to CTS expertise as a consulting resource;
- (iv) potential for inclusion under the CTS federal tax exemption so as to operate as an IRS 501(c)(3) organization for federal income tax exemption status purposes;
- (v) entitlement to funding from CTS in amounts and at times as determined by CTS;
- (vi) use of CTS formats and templates for all required reports and records both fiscal and managerial, and assistance from CTS in completion of reports satisfactory to CTS;
- (vii) use of all CTS hardcopy and electronic templates including brochures, stationary; marketing and development materials, child application, medical, and waiver of liability forms, host facility contracts, and templates for data bases and program scheduling ;
- (viii) participation in future web-based on-line reporting system with password protected access;
- (ix) link and publicity on CTS website;
- (x) Representation on City to Saddle Advisory Board (“CTSAB”);
- (xi) inclusion in City to Saddle National Initiatives related to marketing, publicity, cost sharing and funding.

Obligations

In executing the City to Saddle Mission, the Charter Member must assume the following obligations and adopt the operating standards and rules set forth below:

1. Compliance with Laws and Good Business Practices

- The Charter Member shall secure and maintain in force in its name all required licenses, permits, and certificates relating to the conduct of a Charter Member. The Charter Member shall comply with all applicable laws, ordinances, and regulations.
- The Charter Member shall, in all dealings with CTS and others adhere to high standards of honesty, integrity, fair dealing, and ethical conduct. The Charter Member shall pay all amounts owed to its vendors and suppliers in the ordinary course of business. The Charter Member agrees to refrain from any conduct or practice, or permit any conduct or practice, that may be injurious to the reputation, image or the goodwill associated with CTS organization and activities. The Charter Organization shall notify CTS in writing:
 - (a) within three (3) days after the commencement of any action, suit or proceeding, or issuance of any order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality, which might adversely affect Charter Operations or financial condition of the Charter Organization;
 - (b) immediately after it becomes aware of any action, occurrence, or issue that may adversely impacts CTS’s exempt purposes; or
 - (c) immediately upon the receipt of any notice of violation of any law, ordinance, or regulation.

2. Insurance

- During the term of this Agreement, the Charter Member shall maintain in force, at its own expense, the types and amounts of insurance that CTS may require from time to time. Each insurance policy shall name CTS as an additional insured, and shall provide for thirty (30) days' prior written notice to City to Saddle of any material modification, cancellation, or expiration of such policy.
- All liability insurance policies procured and maintained by the Charter Member will require the insurance carrier to provide and pay for attorneys to defend any legal actions, lawsuits, or claims brought against the Charter Organization, CTS, or any of their respective officers, directors, volunteers, employees, agents, representatives, and other affiliated persons, including Charter Officers and officers and directors of CTS.
- The Charter Member's obligations to maintain insurance coverage as herein described shall not be affected in any manner by reason of any separate insurance maintained by CTS (unless CTS expressly waives such requirement), nor shall the maintenance of such insurance relieve the Charter Member of any indemnification obligations under this Agreement.
- The Charter Member shall provide CTS with evidence of such insurance (if required).

3. Accounting, Reports, and Financial Management

- The Charter Member, at its own expense, shall establish and maintain full, complete, and accurate records and reports. The Charter Member shall maintain such records, reports and databases during the term of this Agreement and for at least five (5) years thereafter or deliver such records to CTS for retention. If any litigation, claim, negotiation, audit, or other action involving the Charter Member has been started before the expiration of the five (5) year period, the Charter Member's records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the five (5) year period, whichever is later. CTS shall have, at all times, the right to access and retrieve information and data from the Charter Member.
- The Charter Member shall furnish to CTS any summary, return, certification, record, report, or database that CTS may request. Each record, report, or database submitted by the Charter Member to CTS shall be deemed certified as true, correct, and complete in all respects and manner.
- Funds raised by, and as a Charter Member must be administered and used only to finance discounted tuition/activity fees, transportation, necessary equestrian attire for participating children, and operating expenses directly related to advancing the City to Saddle mission.
- Funds must be kept in separate bank account designated for, and in the name of the CTS Charter Member.
- A copy of the completed Charter Member Federal Tax Return and any other financial records requested by CTS must be mailed or electronically sent to the CTS email address at the same time that the Federal Tax Return is filed with State/Federal Government.
- Charter Member must provide effective oversight to assure that funds are efficiently and effectively utilized.

TAX INFORMATION

Most donations contributed to a Charter Member specifically for the purpose of executing the City to Saddle Mission as a 501 (c) 3 non-profit charitable organization are tax-deductible to the extent permitted by law. If help with specific tax questions concerning donations is required, please contact your tax accountant, and refer to the IRS Web site, www.irs.gov, "Publication 526 – Charitable Contributions."

FEDERAL AND STATE TAX Exemption: Charter Members may not use the CTS Tax Exempt Status and EIN without the express written approval of the City to Saddle Executive Director. If a charter member has been granted the right to employ the CTS tax-exempt status and EIN by CTS, it may not be used for an individual's personal use, or to be used by another organization, or for any other purpose than to advance the City to Saddle mission.

4. Fundraising *

- Funds raised in the name of City to Saddle must be solicited and allocated in such a way that the non-profit status of CTS is not jeopardized.
- Solicitations made in the name of City to Saddle must explicitly identify that funds raised will be utilized solely for the benefit of accessing equestrian opportunities for underserved children.
- Funds raised in the name of City to Saddle must be used solely for the benefit of funding and accessing equestrian programs for underserved children.

Certain restrictions apply to the types of fundraisers Charter Members may host. City to Saddle is a tax-exempt organization under section 501(c)(3) of the Internal Revenue code. The IRS has granted CTS a tax exemption status which may be assigned to its Charter Member/s through the Charter Member Agreement. **In granting such a group exemption, however, the IRS requires that the Charter Member/s may not engage in any form of gaming. This includes raffles, pull-tabs, bingo, games of chance, or any type of "casino night" activities.*

5. Marketing and Publicity

If the Host Facility (barn operating a program for City to Saddle children) and/or Charter Member maintain a website, a link between such website and the CTS organization website must be created and maintained.

The City to Saddle logo and tag line must be included on all publications, advertising, at program-related fundraising activities and other CTS-related events.

6. Eligibility Standards for Child Participation

Boys and Girls must be between the ages of 6 to 13.

Family income may not exceed three times the state or regional poverty rate.

Family geography, and/or cultural/social experiences prohibit/limit pathways/access to horsemanship programs.

7. Eligibility, Program Management, and Compliance Standards for CTS Charter Member Host Barns/ Facilities

Host facilities most appropriate for a CTS membership are those that offer established youth riding programs. All host facilities must offer CTS participants significantly discounted tuition/session fees.

Host facility must have

- state and local licenses, certifications, and insurance and liability coverage required for operation of an equestrian facility and riding program.
- location within one hour from the target population for daily programs.
- police, fire, ambulance, veterinary and other emergency numbers posted in a designated area
- procedures to address medical and other emergency situations, and to communicate with participants' designated contacts.
- stocked first aid kit in designated, easily accessible location
- incident reporting procedures: Staff must complete written reports on incidents/accidents
- modification of procedures as needed

Charter Members must

utilize City to Saddle Child Application, Medical, Waiver of Liability, and Evaluation forms to collect required contact and other information from each child participant. Forms must be completed, signed, and submitted to designated program/host facility coordinator/instructor prior to commencement of equestrian sessions. **No City to Saddle-sponsored child may participate in a riding program without completion and submission of all City to Saddle Application, Waiver of Liability, and Medical forms.**

Instructor must

- include a safety orientation for children before beginning ground or mounted activities.
- be experienced instructing young beginner-rider boys and girls.
- maintain a developmentally appropriate student/teacher ratio for both mounted and unmounted activities.
- be 21 years old or older, and have passed a criminal background check.
- have sufficient staff to properly supervise children throughout the day.

**Older, qualified teens are allowed and encouraged to participate as instructional assistants, but are not allowed to be solely responsible for other children.*

**Teens in a teaching/counselor situation must be at least two years older than participants.*

Any adult having unsupervised involvement with children must submit to background/criminal check.

At no time may a child be left without supervision of an instructor, assistant, teaching counselor, or aide.

Facilities and Equipment Criteria

Facilities

Grounds, buildings, spaces structures and fixtures must be appropriately designed, constructed and maintained to safely operate equestrian programs including

- clean safe barn environment, building, pathways, paddocks in good repair, walkways clear.
- manure management procedures that keep program areas sanitary.
- garbage, rubbish, and other trash removal system organized and maintained.
- management practices to minimize flies, rodents, and other pests.
- stalls and/or run-in sheds clean and providing adequate shelter in extreme weather.
- tacking areas of appropriate size for freedom of participant movement; aisles clear.
- safe enclosed riding areas with
 - arena clear of objects that could injure staff, participants, or equines.
 - barriers constructed of sturdy, safe materials .
 - gate made of solid material (not rope or wire) and kept closed during program activities.
 - arena footing is safe and dust- controlled.
- designated areas for program participants clearly communicated.
 - participants prohibited access to potentially hazardous parts of farm (construction areas, shops, etc.).
 - participants allowed only supervised access to corrals, pastures, stalls.
- rest rooms facilities available, clean, with soap, water, and/or hand sanitizer.
- eating areas separated from equine stabling.
- fire extinguishers in appropriate locations.

Equipment

Horse Tack and children's riding gear must be

- well-fitted, clean, and in good repair.
- safety checked before each use.
- ASTM-SEI helmets fitted and sized properly to participants while mounted.
- **safety stirrups, or other stirrups sized for children wearing hard-soled shoes with heels.**

8. Equine Selection, Care and Management Criteria

- Lesson horses must be evaluated and classified appropriate for use by beginner children participating in ground work and riding activities.
- Equine/program management must be implemented to minimize inherent risks such as falls, loose horses, kicking, biting, etc.

Equine well-being

- Physical soundness and health of horses must be evaluated. Only horses deemed physically capable of working safely and comfortably performing lesson program activities should be used in the program .
- Horses should have access to daily turn-out and rest.
- Horses should receive appropriate nutrition and have access to clean, fresh water.
- Horses should receive proper medication by persons qualified in their use. Medications should be stored in an area not accessible to children.
- Equine health maintenance schedule in place: Vaccinations, de-worming, hoof care, etc.
- Equine first aid kit must be stocked and on site. Medications and syringes must be inaccessible to children.
- Weight carrying limitations should be established, and enforced for each horse.