

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made as of January 1, 2014, regardless of the date signed by the parties, and is between Equine Assisted Therapy Alaska, formerly known as Rainbow Connection 4-H Riding for the Disabled, P.O. Box 240663, Anchorage, AK 99524 (“EATA”) and the Anchorage Horse Council, Inc., an Alaska non-profit corporation, P.O. Box 112195, Anchorage, AK 99511 (“Council”).

WHEREAS, EATA is an Alaska non-profit corporation dedicated to improving the health and quality of life for children and adults who are living with physical, emotional and cognitive disabilities through horsemanship; and

WHEREAS, the Council is an Alaska non-profit corporation that manages and provides public access to the William Clark Chamberlin Equestrian Center (the “Center”) on behalf of the Municipality of Anchorage; and

WHEREAS, in 2009 EATA and the Council entered a long term Ground Lease with the Municipality of Anchorage for the joint use of the Center (the “Ground Lease”), which Ground Lease established part of the active equestrian use area as the “Council Exclusive Use Area,” requiring active management, maintenance and use for specified equestrian purposes, including “the temporary use by Rainbow Connection of a portion of the Tozier Arena within the Council Exclusive Use Area for the construction and operation of a 72’ x 120’ coverall indoor arena for its Riding Program;” and

WHEREAS, EATA and the Council wish to establish governing principals for their mutual, continuing use of the Council Exclusive Use Area, including the possible construction of a coverall to provide a year-round operating arena at the Center.

NOW THEREFORE, in consideration of the foregoing, EATA and the Council agree as follows:

1. Ground Lease. The parties agree to conduct all operations at the Center consistent with the terms of the Ground Lease. In that regard, they shall pursue all operations in accordance with the 1985 master plan for the Center and any amendments thereto. The Council shall exercise options to extend the Ground Lease prior to June 30, 2029, extending the term of the Ground Lease with two 10-year options as described therein.
2. EATA Preferential Uses. The Council grants to EATA a preferential use for the duration of the Ground Lease as extended the following properties within the Council Exclusive Use Area identified in the attached map, Exhibit 1, which shall provide continuing “temporary use” for its activities as required in the Ground Lease:

- Office, tack and hay stalls—between one to three stalls available for non-equine uses in support of EATA operations on site.
 - Horse stalls—up to ten horse stalls for the use of EATA during active operations, normally June-August of each summer season.
 - EATA Riding arena—use of riding arena during active operations, normally weekdays and Tuesday evenings during June-August of each summer season.
 - Ancillary Facilities—use of the adjacent paddock area for turn out of horses and joint use of nearby trails, associated parking for users and visitors as identified by the parties, and a site for the EATA 5th wheel trailer/RV and related facilities necessary to support EATA operations.
3. Rental Obligations. EATA shall reimburse the Council for the reasonable costs of its operations at the Center, including water, electric and periodic sewage pumping for the EATA 5th wheel trailer/RV, with rent set for the 2014 and 2015 seasons as follows:
- Office/tack/hay stall rental—\$50/stall/month for all months, winter or summer.
 - Horse stalls—\$150/stall/month (30-day period)
 - EATA Riding Arena and ancillary facilities, \$400/month (30-day period)
 - After calendar year 2015, such rent may be adjusted by mutual consent, but any adjustment shall only occur when an increase in the Council’s actual expenses in excess of expenses incurred in 2015 require adjustment for all users. In that event, the rent paid by EATA shall be adjusted in proportion to any Council adjustment of third party rentals, maintaining proportionate preferential rates for EATA.
4. Annual Meeting. The parties agree that their authorized representatives shall meet annually no later than every March to identify their respective operating requirements and schedules for the upcoming year and set rental rates and rules of operation for the Center. The parties agree to use their best efforts to find a mutually beneficial schedule and for facility use, cooperating at all times to relocate operations during special events, construction and major maintenance.
5. Authorized Representatives. The EATA authorized representatives are Rebecca Widmer, Executive Director, and Stephen Ribuffo, President, or such other persons identified by the EATA board of directors from time to time. The Council authorized representatives are Nancy Burroughs, President, Anna Tileston, Treasurer, and Imke Maring, Secretary, or such other persons identified by the Council board of directors from time to time.
6. Indemnity and Insurance.
- The Council agrees to indemnify and hold EATA harmless from any and all claims, losses, damages, taxes, costs, and expenses of every nature, including attorney fees, resulting from, arising out of, or relating to any and all liabilities or obligations of the Council in its operations hereunder or otherwise, whether or not presently known, not expressly assumed by EATA pursuant to this MOU.
 - EATA agrees to indemnify and hold the Council harmless from any and all claims, losses, damages, taxes, costs, and expenses of every nature, including attorney fees, resulting from, arising out of, or relating to any

and all liabilities or obligations of EATA in its operations hereunder or otherwise, whether or not presently known, not expressly assumed by the Council pursuant to this MOU.


- The Council and EATA shall each procure and maintain comprehensive general liability, worker's compensation, vehicle liability and other appropriate insurance coverage in the amounts that are necessary for the conduct of their respective operations under this MOU (with general liability coverage in a combined single limit amount of not less than One Million Dollars), including but not limited to coverage for riders, invitees, guests, horses, tack, trailers, equipment, against any accident, fire, loss, theft or injury or any other loss, claim, damage, liability or expense caused by the action of riders, invitees, guests, horses, tack, trailers, or equipment.
 - All insurance provided hereunder shall name the other party and the Municipality of Anchorage as an additional insured and shall provide at least twenty (20) days notice prior to cancellation. Certificates of such insurance coverage shall be provided annually.
7. Sick Animals; Risk of Loss. In the event the horses or other animals being housed or utilized at the Center by either party become ill or injured and such party, its agents, or its designated veterinarians cannot be contacted, such party hereby authorizes the other party, its agents, or its designated veterinarians to respond and administer whatever emergency medical treatment is deemed advisable or call a licensed veterinarian to examine, and if necessary, treat the horse or other animal. All reasonable efforts will be made to contact the animal's owner or other responsible parties according to procedures established for the facility from time to time. Such party agrees to pay the cost of any examination or treatment undertaken in accordance with this paragraph; provided however, nothing herein shall obligate the other party to respond or provide such services or incur any expenses whatsoever and the responding party shall not be liable for any damages as a result of any treatment given to such horse or animal.
8. Construction of Coverall at EATA Arena. EATA currently has funds to construct a coverall for the EATA Arena in order to provide greater utilization of the facility. EATA and the Council acknowledge that they may require further fund raising after the bid cost for construction of the coverall is known. The Council will use its best efforts to assist in further fund raising conducted by EATA for the construction and maintenance of the coverall. The Council consents to the EATA construction of coverall subject only to its confirmation of the proposed design and involvement in ongoing permitting. EATA will lead in acquisition of the permit, site testing, bid construction, and construction oversight. Construction shall be undertaken by EATA in a manner that minimizes impacts on joint use, using its best efforts to schedule construction after the EATA program concludes in the summer (usually mid-August). EATA will keep the Council informed of all major construction activities and the construction schedule to minimize disruptions for users of the EATA Arena.
9. Terms of Use for EATA Arena After Coverall Construction. Once the coverall construction is completed, the parties agree that EATA owns the coverall and shall manage the EATA Arena consistent with the terms of this MOU. The parties expect the covered arena to be available for use during an extended season, including winter months, and they shall cooperate to maximize its use to their mutual benefit and to service the general public where possible. The Annual Meeting shall identify uses and schedules, providing that the Council may use the coverall and arena during reasonable periods that EATA has not scheduled its use. Any EATA or Council rental charge for the coverall and arena shall be set jointly at

the Annual Meeting each year by comparing rental revenues and expenses (utilities, snow plowing, etc.) for use of covered arena and associated stalls in relation to overall EATA and Council operations during the prior year. The parties will use their best efforts to establish preferential rates for EATA's equine assisted therapy operations and Council members utilizing the facility.

10. Term of Agreement. The term of this MOU shall begin on January 1, 2014, and shall continue in full force and effect until amended by the parties until the expiration of the Ground Lease, as it may be extended from time to time.

IN WITNESS WHEREOF, EATA and the Council have executed this Memorandum of Understanding as of the date first written above.

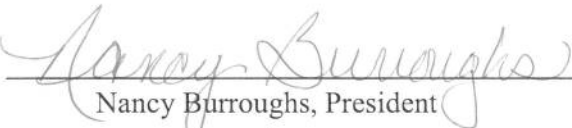
Equine Assisted Therapy Alaska,
formerly known as Rainbow Connection 4-H Riding for the Disabled

By: 

Rebecca Widmer, Executive Director

Date: 1-17-2014

Anchorage Horse Council, Inc.

By: 

Nancy Burroughs, President

Date: 1-17-14

FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING

This First Amendment to Memorandum of Understanding (the "Amendment") is made as of **May 16, 2022**, regardless of the date signed by the parties, and is between Equine Assisted Therapy Alaska, formerly known as Rainbow Connection 4-H Riding for the Disabled, P.O. Box 240663, Anchorage, AK 99524 ("EATA") and the Anchorage Horse Council, Inc., an Alaska non-profit corporation, P.O. Box 112195, Anchorage, AK 99511 (the "Council").

WHEREAS, EATA and the Council entered a Memorandum of Understanding on January 1, 2014 (the "MOU") to establish governing principles for their mutual, continuing use of the Council Exclusive Use Area, as defined in the 2014 MOU, and

WHEREAS, as the parties have completed construction on the Coverall at EATA Arena ("Equidome") and the parties would like to update terms in the 2014 MOU to establish procedures for the operation of the Equidome as a year-round operating arena at the Center and to update terms.

This amendment modifies the 2014 MOU where specified. If there is a conflict between the terms, the terms within this amendment are controlling however if not addressed in the amendment, the original terms in the 2014 MOU are applicable.

NOW THEREFORE, in consideration of the foregoing, EATA and the Council agree to amend the 2014 MOU as follows:

1. Rental Obligations:

- a. EATA shall be responsible for sewage expenses related to residents of the EATA 5th Wheel.
- b. EATA may have up to 10 horses residing at the WCCEC, using stalls and/or paddocks (whichever is preferred) during active operations, normally June through August, for \$150 per month per horse. EATA agrees to provide all care for horses in their program. the Council will cover fees associated with keeping the pumphouse operational, trash, and manure removal, as well as basic facility maintenance.
- c. EATA Equidome and ancillary facility fee of \$400/month for months of program operations only.
- d. EATA no longer is expected to pay office/tack/hay stall fees and may use up to three stalls on the 800 aisle for these purposes. In the MOU prior to this, office/tack/hay stall fees were specified at \$50 a month each.
- e. EATA will be responsible for 25% of WCCEC's yearly electric costs for the whole facility (barns and pumphouse), as specified on monthly Chugach Electric bills, until actual usage at the Equidome as indicated by a meter can be determined, at which point EATA will become responsible for the meter-determined charges.
- f. EATA is responsible for snow removal costs associated with accessing the Equidome when it is open for rental in the winter. In the case that the Equidome is not open for rental in the winter, then EATA has no responsibility to provide plowing to the Equidome.
- g. EATA agrees to pay for a wheelchair-accessible porta-potty whenever EATA's program is running and, if necessary, provide a regular porta-potty when the Equidome

is open for rental. The Council agrees to pay for and manage all other porta-potties on the property.

2. **Ring Maintenance:** EATA agrees to do all ring maintenance and upkeep for the Equidome and the Council agrees to maintain all other rings and facilities on the property. EATA may use the Council's equipment and tractor during upkeep and while caring for EATA horses. The Council may use the EATA water truck as needed during events and for regular maintenance. EATA and the Council will work cooperatively to address any maintenance needs of the equipment. When the Council employees or board members are using the water truck, all liability associated with the use of that truck is to be assumed by the Council and vice-versa for EATA's use of the Council's equipment and tractor.
3. EATA will continue to manage all scheduling, payments, and operations of the Equidome.
4. **Authorized Representatives:** The EATA and the Council will designate authorized representatives for annual meetings or to resolve any issues that arise outside of the terms of the MOU or this amendment.
5. Paragraph 8 in the MOU regarding the Construction of Coverall at EATA Arena is no longer required as the construction is completed.
6. **Terms of Agreement:** The terms of this amendment shall begin on **May 16, 2022**, and shall continue in full force and effect until further amended or until the expiration of the Ground Lease.

In WITNESS WHEREOF, EATA and the Council have executed this Amendment to the Memorandum of Understanding as of the date first written above,

By: Kassi Fetters ^{President}
Representative of EATA EATA

Printed Name: Kassi Fetters

Date: 8/18/2022

By: Raena Schraer ^{AHC President}
Representative of the Council

Printed Name: Raena Schraer

Date: 8/18/2022