

PRUSCH PARK BARN USE AGREEMENT

Revised April, 2013

***Please read the following rules, regulations
and requirements carefully.***

The agreement may be amended to adjust to changing park needs.

FEE SCHEDULE

<u>Type of animal project</u>	<u>Fee</u>	<u>Length of Agreement</u>
Steer	\$45	12 months
Pig	\$30	6 months
Goat	\$30	6 months
Sheep	\$30	6 months
Breeding projects	Assessed per case	Assessed per case
Poultry	Assessed per case	Assessed per case
Field use	Assessed per case	Assessed per case
Other Species	Assessed per case	Assessed per case

- a. If a Barn User would like to keep their animal beyond the agreement length and if there is space available, they must submit a new agreement and pay new fees. Fee amounts may change at any time without notice. The park accepts checks, cash or credit card for payment of barn fees. There is a \$40.00 non-refundable fee if your check is returned for insufficient funds. Applications are reviewed on a first-come-first served basis

PRIOR TO ANIMALS ARRIVING

- a. Animals housed at Prusch Park will contribute to park purposes.
- b. Individuals shall submit a completed "Barn Use Agreement and Application". Unsigned applications will be returned to the applicant without park approval.
- c. Applications will be reviewed on a first come, first served basis and shall be submitted a minimum of two weeks prior to the arrival of any animal(s). If the applicant is under the age of eighteen (18), the application must be signed by a parent or legal guardian.
- d. Once completed, the application must be submitted to the Barn Manager for approval and appropriate barn use fees must be paid at the time of submittal.
- e. Once the application is approved and prior to the arrival of animal(s), it is the responsibility of the applicant to contact the Barn Manager to schedule an appointment. At the appointment, the Barn Manager will conduct a preoccupation walk through ("Barn Check In") with the Barn User, confirm pen assignment and review procedures and expectations.
- f. Prior to arrival of any animal(s), a written health certification from a licensed Veterinarian **OR** a Breeder's Bill of Sale must be presented to the Barn Manager. Animals **will not** be allowed to enter the barn without this written document. Documentation for heifers over six months of age must include proof of Brucellosis vaccination. Documentation will include a listing of current vaccinations the animal has received. Animals that do not have all locally required vaccinations will not be admitted.

INTERPRETIVE INFORMATION

Interpretive signage about your animal(s) should be posted no more than two weeks after the arrival of your animal(s). Listed below is a guideline of basic information to include in your interpretive signage:

Size of Sign: Minimum 2 ft x 2ft
Content: **Basic information:**
Animal's Name
Breed
Sex/Gender
Organization

In addition to listing basic information, be sure to include some interesting facts about your animal(s).

Be creative! Listed below are some examples:

Ear notches (swine)
Ear tag numbers (sheep, goats and cattle)
Birthday
Various Weights (i.e.; at birth, after 6 months, market weight)
Purpose/Function of animal (breeding or market)
Expected Birthing Date (if applicable)
Awards
Anything unusual

Posting: Your display can be stapled to the rafter above your pen or to the side of your pen. Please make the sign legible, attractive, and large enough for park visitors to read from the aisle way. If during the course of the animals stay the sign becomes unreadable, a new sign must be posted immediately.

SECURITY OF YOUR ANIMALS

The barn is part of a public facility. The City of San José will not accept responsibility for the security and safety of any animal. Although Park Staff will make reasonable efforts in providing security and safety for all park animals, Barn Users must understand that vandalism, feeding of animals by the public, and other attacks have occurred in the past.

OPENING / CLOSING PROCEDURES

- a. During the daily park operating hours of 8:30 a.m. to sunset, Barn Users may not arbitrarily close the barn. Please contact Park Staff with any questions or concerns (safety, functionality, security, etc.) that may require maintenance or closure of the barn.
- b. The barn closes to the public at 4:00 to 5:00 p.m. daily. Barn Users, who must use the barn after it is closed, should leave the barn no later than 10:00 pm.
- c. The park gate on Knox Ave. is to be closed and locked at all times.
- d. Double check to make sure all barn gates, barn restrooms, and barn doors are closed and secured before leaving.
- e. Lights must be turned off as you leave the barn.

EACH BARN USER IS RESPONSIBLE FOR MAINTENANCE OF THE PEN(S) ASSIGNED TO THEM AND TO ACTIVELY PARTICIPATE IN THE GENERAL UPKEEP OF THE BARN. LISTED BELOW ARE IMPORTANT EXPECTATIONS FOR BARN USERS.

GENERAL RESPONSIBILITIES OF THE BARN USER

- a. Potential Barn Users must receive written permission from the Barn Manager and a recognized Project Leader a minimum of two weeks prior to arrival of each and every animal to be housed at Prusch Park.
- b. Space availability will be determined in coordination with the Barn Manager. If space is available, each Barn User may house **their contracted animal(s)**. **Limits are subject to change based on park priorities.**

- c. Barn Users must submit a “Livestock Project Proposal Application” prior to special projects or alterations to barn area. (See “Livestock Project Proposal Application”, on page 4, for details.)
- d. Breeding projects will be considered on a case-by-case basis. Barn Users must submit both a “Barn Use Application” and a “Livestock Project Proposal Application” and receive approval from the Barn Manager before any animal(s) may be housed at the park (See “Breeding Projects” on page 4 for details).
- e. Swine may only be housed in the designated swine pens.
- f. Slaughtering of animals is not allowed on the park premises.
- g. A limited amount (two standard large containers) of animal feed may be kept in closed containers in tack areas. Feed bags/sacks must be disposed of in the dumpsters behind the barn
- h. Barn Users are responsible for the removal of any unwanted equipment, materials or debris from park premises. Barn Users will not utilize city park garbage service for this purpose.
- i. Damages caused by animals or Barn Users to park property will be repaired and/or paid for by the Barn User immediately (See “Check-Out Procedures” on page 5 for details.)
- j. If swine pen or cattle wash pen drains become clogged, it is the responsibility of the Barn User to clear out the drain immediately. If attempts to clear the drain are unsuccessful, contact the Barn Manager immediately.
- k. Any broken equipment, electrical problems or plumbing problems should be reported to the park office and Barn Manager immediately. If the Barn Manager cannot be contacted, call the next person in line on the emergency phone list. (See attached phone list on page (9).
- l. Barn Users shall thoroughly clean their assigned pen(s) and remove signs, hay/feed, feeders, all tack and equipment within two weeks after their animal(s) has permanently left the barn (See “Check-Out Procedures”, on page 6, for details.).
- m. Dogs (with the exception of service dogs) are not allowed in the barn.
- n. There is no smoking, drinking of alcoholic beverages, or profane language allowed in the barn or on park premises.
- o. Parking behind the barn is a special privilege given to Barn Users so they can care for their animals. Vehicles may be parked behind the barn only while Barn Users are present. Such vehicles shall not block access for staff to conduct their work. Unattended vehicles parked in park interior areas may be cited or towed at the owner’s expense. Please watch for small children and children’s tours when driving on the park property during the day.
- p. Trailers, other than park property, may not be stored at the park.
- q. Do not share Barn/Knox Rd. key combinations with anyone. Combinations change regularly.
- r. Park municipal codes, city ordinances and all rules outlined in this Barn Use Agreement must be obeyed at all times. (See “Citations and Overall Park Rules” on page 7 for details.)
- s. All barn concerns or disputes should be communicated to the appropriate Project Leader first. If this does not resolve the concern or dispute, then contact the Barn Manager. Treat all Barn Users with respect and assist them when possible.

LIVESTOCK PROJECT PROPOSALS APPLICATION

- a. Barn Users wishing to house any animal(s) for a breeding project, or other type of project, or alter assigned pen to accommodate the housing needs of their animal(s), must complete a “Livestock Project Proposal Application” in addition to the “Barn Use Application”.
- b. No improvements or alterations shall be made to the premises without first submitting a “Livestock Project Proposal Application” and receiving approval from the Barn Manager and recognized Project Leader.
- c. Proposals must be filled out and submitted to the Barn Manager at least four (4) weeks prior to the intended start date of the Barn User’s project, to allow time for discussion and processing.
- d. If a proposal is approved, note that it can be revoked at any time without reason for the duration of the project.

- e. It is also the responsibility of the Barn User to remove any alterations made, at the end of each season, or when the project is completed.
- f. Additional fees will be assessed, according to the fee schedule outlined on page 1 of this agreement.

BREEDING PROJECTS

- a. Breeding projects will be considered on a case-by-case basis. Barn Users must submit both a “Barn Use Application”, and a “Livestock Project Proposal Application” and receive approval from the Barn Manager, before any animal(s) may be housed at the park.
- b. NO birthing of animals will be allowed at the park. Pregnant animals must leave the barn a minimum of 10-14 days prior to their expected birthing date.
- c. Gilts and ewes may be housed in the barn if space is available. Beef heifers must be housed in the field (adjoining pasture) unless no other cattle are in the barn.
- d. It will be the Barn User’s responsibility to provide adequate shelter for any animal(s) housed in the pasture area.

EQUIPMENT

- a. Only equipment used to care for projects during each season may be stored in the barn. No additional equipment or items may be stored in the barn or at the park without prior written permission. Items stored in the barn or at the park without permission will be considered park property and may be disposed of at Barn User’s expense.
- b. Identify all equipment with your last name and organization name to ensure your items are not removed and disposed of by park staff.
- c. All equipment must be put away when not in use. Do not leave tools in the animal pens or in the barn aisles. Wheel barrows and common area cleaning tools will be stored out of the way in the hay area. Chutes will be stored in the hay area against the chain link fence.
- d. Use all equipment carefully and respect other users’ equipment. Be sure to return equipment where you found it.
- e. Wrap hoses and put them away when not in use.
- f. Keep the tack rooms/cages neat and clean.
- g. All equipment must be removed at the end of each season within two weeks of your animal permanently leaving the park.

BARN AISLES AND SHARED AREAS

- a. Animals must be fed daily. Automatic feeders and water must be checked on a daily basis. Pig feeders must be secured to the fence with a chain, metal wire, or cable and have top lids and lids over trough areas intact. Barn Users must provide a water container for each respective pen (swine excluded). Minimum sizes of containers are: 5 gallons for goats, 5 gallons for sheep, and 50 gallons for steer.
- b. All walkways must be cleaned and swept daily, including the hay storage areas.
- c. Sweep any standing water from barn aisles and the walkways.
- d. Shared areas, such as wash pens, alleys and back of barn, are to be kept free of debris and weeds. Clean the shared areas immediately after each use. Wash pen drains must be cleaned and emptied on a regular basis by the Barn Users. Drain lines should be flushed from the furthest end, regularly.
- e. All animals and tools must be washed only in the designated wash areas (beef side—beef animals and tools only; swine side—all other animals and tools) located behind the barn.
- f. Wash areas are to be used solely for washing animals and tools. Clipping and grooming of animals must be done in the pen or behind the barn and all hair and debris must be removed and disposed of in the dumpster behind the barn.

- g. The hay/straw area must be swept and kept clean on a daily basis. Barn Users may not store more than 18 bales of hay at any one time or stack bales higher than the tack cages. Hay/straw must be neatly stacked on top of pallets and kept covered with a tarp.
- h. Each Barn User will be assigned, by the Barn Manager, one specific area for hay storage. Hay may not be stored behind the barn, in any pasture, or in the poultry area.
- i. Tack rooms and caged areas are for storage of species-specific equipment only. Tack rooms, used to store equipment and supplies for the steers are located at the entrance of the barn. Tack cages, used to store equipment and supplies for all other animals, are located across the walkway, opposite the pig pens.
- j. Arenas will be smoothed, raked, watered, and otherwise receive maintenance immediately after use or as needed for safety and cleanliness.
- k. Animals may not be moved back and forth from the pasture to the barn and vice-versa without prior approval from the Barn Manager.
- l. Barn Users are expected to attend scheduled “work days” or “Farm Chores Days”, as determined by the park staff.

WHEN YOUR ANIMAL LEAVES – “CHECK OUT PROCEDURES”

- a. Once your animal permanently leaves the barn, Barn Users must schedule a “Barn Check-out” with the Barn Manager within two weeks of the animal’s departure. Failure to do so may result in loss of future barn privileges.
- b. Each Barn User is responsible for thoroughly cleaning their assigned pen(s) and removing signs, hay/feed, feeders, all tack and equipment a maximum of two weeks after their animal(s) has permanently left the barn. Failure to do so will result in clean up and disposal fees (at the rate of \$26.00 per hour) and may result in the loss of future barn privileges.
- c. Upon check-out, any damages caused by animals or individuals to park property will be repaired and/or paid for by the Barn User, immediately. Barn Users have a maximum of one week to complete needed repairs. If repairs are not completed in this time frame the park will have the repairs completed and all costs incurred will be the responsibility of the Barn User. Failure to comply may result in the loss of future barn privileges.

ANIMAL/PEN CLEANUP

- a. Each Barn User must actively participate in barn maintenance by making sure all barn animals are kept in a clean and healthy condition. The City’s goal in making the barn available is to provide farm experiences and educational opportunities to park visitors. Each user should be prepared to undertake full responsibility for the animals. It is expected that Barn Users will be responsible for animal care needs.
- b. Cleaning of animal pens must be done on a daily basis. All manure must be removed from the concrete and dirt areas and disposed of in the manure bin behind the barn or directly into the field behind the barn. Animal bedding must be changed, as needed, and kept clean at all times. In addition, swine pen drain covers must be in place and cleaned daily and Pens need to be hosed down on a weekly basis.
- c. If swine pen or cattle wash pen drains become clogged, it is the responsibility of the Barn User to clear out the drain immediately. If attempts to clear the drain are unsuccessful, contact the Barn Manager immediately.
- d. Beef animals will be kept on their concrete pads during the rainy season to minimize erosion damage in pens.
- e. When walking animals around the park, Barn Users must clean up any manure and/or other items left by the animal.
- f. Animal pens are to be disinfected with an environmentally friendly product twice a season, once when an animal initially arrives and again upon the animal’s final departure from the barn.

BARN CLOSURES

It is understood by the Barn Users that the barn will be closed periodically for renovation, animal health issues, or cleaning and maintenance. Notice of any barn closures will be posted at the barn along with the expected dates and times of the closures. Note there may be times when the barn is closed for a month or longer.

PUBLIC TOURS

Barn Users agree that any animal(s) they own may be handled, under supervision of park staff, during public tours or Educational Programs for local children at Prusch Farm Park.

PUBLIC EVENTS

Barn Users understand and agree to participate in Park sponsored functions (i.e. Large Animal Field Day, Harvest Festival, Master Gardener Spring Garden Market, Tamale Festival, etc.). Participation will focus on the barn, animals, information about partner organizations and their events.

BARN WORK DAYS (“FARM CHORES DAYS”)

Participation in scheduled barn workdays by Barn Users is mandatory. If the Barn User is unable to participate on a scheduled workday, an alternate day may be arranged for Barn User to work. An alternate workday is subject to the prior approval of the Barn Manager. The Project Leaders and the Barn Manager will mutually agree upon specific assignments for a barn workday.

INSURANCE

PRIVATE animals are not covered by the City of San José’s insurance. Should an animal bite or injure a member of the public, the Barn User will be liable for costs. Animals should be covered by homeowners’ or renters’ liability insurance. It is the animal owners’ responsibility to insure animals. Your Project Leader may have more information on accidental death insurance.

ANIMAL HEALTH

The health care of the animal(s) is the responsibility of its respective owner. If an animal becomes sick or is judged in need of medical attention by the recognized Project Leader, Barn Manager or City Staff, all reasonable efforts will be made to contact the owner. If efforts to contact the owner are unsuccessful, it is understood and agreed that veterinary care will be obtained and that the individual animal owner shall be responsible for costs incurred.

If any animal becomes sick or acquires any contagious conditions:

- 1) The Barn Manager or other appropriate Park Staff must be notified within 3 hours of the illness. Call 794-6262 to leave a message, any time of day or night.
- 2) Any sick animal must be initially quarantined to its pen and may not enter the arena or other shared areas, including walkways and wash areas!
- 3) If there are other animals in the pen, or if any sick animal has the ability for nose-to-nose contact with other animals in adjacent pens, the owner(s) of the affected animals must be notified.
- 4) It may be necessary to move a sick animal to a special quarantine area. Appropriate quarantine may necessitate removing the animal from the park. City staff have final authority.
- 5) If any of these requirements are not met, an automatic ejection from the barn may result.

DEATH AND DISPOSAL

Should an animal die and the recognized Project Leader, Barn Manager or City Staff are unable to contact the animal’s owner, Park Staff will automatically have the dead animal removed and it is understood and agreed the owner shall be responsible for any and all disposal costs incurred. Barn Users understand and agree that the City of San José will take no responsibility for injury or death to any animals housed at the park.

DISCIPLINARY PROCESS

Park municipal codes and city ordinances must be obeyed at all times, in addition to all rules outlined in this Barn Use Agreement. The Barn Manager, Park Facility Supervisor and other City Staff have authority to enforce any and all barn or park rules. Individuals failing to abide by the rules may receive disciplinary action as listed below up to and including losing their barn privileges. When the individual receiving discipline is the parent of a minor, the minor may lose barn privileges along with the parent (as participation by a parent is required for a minor 4H member).

At any time City may select any disciplinary level deemed appropriate including termination of project for no cause. The following procedures are available to City staff as routine tools.

Verbal Notice – Verbal notices are when City staff tell the member or a responsible adult directly, over the phone, or by leaving a voice message. Verbal notices should be considered a first chance to make corrective action and are also documented by staff.

Written Warning – Three written warnings will result in a citation. Receipt of a Written Warning should be viewed as a chance to make permanent corrective measures.

Citation – Receipt of a Citation should be taken as a serious message that the project is at risk. Three Citations will result in automatic termination of the project.

Termination of Agreement – Termination may be applied at anytime in the disciplinary process. Use of previous disciplinary tools are not required to terminate an agreement. Termination may be made for no cause when in the best interest of the City. Individuals or families who lose barn privileges will not be allowed to participate in the care of animals at the park or house animals in the barn for a period of one year or more after the date of the final notice or citation.

PRNS Code of Conduct Suspension – City may suspend individuals for up to 6 months from entering Prusch Park, a portion of Prusch Park, or other PRNS property.

CAUSE FOR IMMEDIATE TERMINATION

- Violence
- Threats of Violence
- Sexual Harassment
- Drug or Alcohol Use on Site
- Theft of City or Private property (includes unauthorized use)
- Animal Neglect, Abuse, Abandonment
- Change of 4H status
- Upon Recommendation of 4H leadership
- Failure to respond to City staff direction
- 3 citations for any cause in project period

CODE OF CONDUCT

The vision of providing animal husbandry space at Prusch Park is to promote agricultural awareness and stewardship amongst the youth in San Jose and the Santa Clara Valley. Accepting the role of raising animals at a publically owned facility is a privilege that comes with responsibility.

4H Participants, their family members, and visitors of 4H participants will be held to the same high standard of conduct that all City employees and contractors are held to. As such, they will be expected to behave and act in a responsible manner. City staff will be the final arbiter of individuals found to be behaving in violation of the City of San Jose, PRNS Code of Conduct, the 4H Code of Conduct, or determined by City staff or 4H staff or committees to be in breach of general code of conduct or otherwise behaving in irresponsible, disruptive, illegal, or unethical behavior. Such violations may result in disciplinary action up to and including immediate dismissal and suspension from the facility.

The City will provide a copy of the PRNS Code of Conduct to each Community Club Leader. Individual participants may request a copy from their Community Club Leader, or from City staff.

Participant, and a parent or guardian if under 18, must initial the below statement in the presence of City staff before this agreement is approved. Agreements with out the initials are not complete and thus not approved.

_____ Participant and Parent initial here to confirm you have read the above Section titled Code of Conduct, and that you have reviewed the PRNS document title, Community Facility Code of Conduct.

_____ Participant and Parent initial and here to confirm you understand the 4H code of conduct and rules.

_____ City staff initial here as Witness to above signatures.

BARN USERS CONSENT TO BARN RULES AND REGULATIONS

By signing the Barn Use Agreement, I acknowledge to have read and understand that housing my animals at Emma Prusch Farm Park requires that I follow the use rules and regulations outlined in the barn agreement. If the above rules are not followed, I understand that I may no longer have the privilege of housing my animal(s) at the park. I understand reviews of my pens, animal(s), and surrounding pen area will be conducted by the Barn Manager and City Staff. Recognized Project Leaders will be notified of the results. I also understand and agree to the requirements for veterinary care, disposal after death, and liability insurance. Finally, I understand that my use of the barn is a privilege and not a right. It is a revocable privilege, which may be terminated by the City at anytime.

Participant Signature: _____ **Date:** _____

Parent Signature: _____ **Date:** _____

(Parent signature required if under age 18 years.)

LIABILITY RELEASE

(Must be signed by participant or if under 18, a parent or legal guardian.)

The undersigned has read the PRNS policies and procedures set forth within, in consideration of participation in the enrolled program(s), agrees to indemnify and hold the City of San Jose harmless, and release the City of San Jose from any and all liability for any injury which may be suffered by the participant arising out of or in any way connected with participation in the program except as arises out of the sole willful act or sole active negligence of the City of San Jose, its officers, agents or employees. I HAVE READ THE ABOVE AGREEMENT AND FULLY UNDERSTAND THAT I ASSUME ALL RISKS FOR INJURY RECEIVED.

Participant Signature: _____ **Date:** _____

(Parent signature required if under age 18 years.)

PHOTO LIABILITY RELEASE

(Must be signed by participant or if under 18, a parent or legal guardian.)

I understand that the City of San Jose may photograph or videotape the events or activities in which I am (or my child) is participating. I give my permission for the City to use photographs or videotape of me (or my child) for the purpose of promoting the City of San Jose and its services/programs or for educational purposes. I give my permission with the following understanding: No compensation of any kind will be paid to me (or my child) at this time or in the future for the use of my (or my child's) likeness. Permission is not required to participate in City events.

Participant Signature: _____ **Date:** _____

(Parent signature required if under age 18 years.)

**Emma Prusch Farm Park
Project Proposal Application**

Applications will only be accepted by the park from individuals or groups interested in enhancing the educational programs at the park. Proposals must be received by the park staff at least four (4) weeks prior to intended start date of project to allow time for discussion and processing. If a proposal is accepted, note that it can be revoked at any time during the project duration.

Name: _____ **Date:** _____

Address: _____ **City** _____ **Zip** _____

Home Phone #: _____ **Other Phone#:** _____

Name of Organization (if any) _____

Type of Project: _____

Project Description: (Please include as many details as possible, take us through the process from start to finish, include what the benefits this project would have for the park. Attach diagrams and additional sheets if needed)

Anticipated Start Date: _____ **Estimated Date of Completion:** _____

Any Special Accommodations Requested of Prusch Park (storage space, equipment, electric, water, etc.):

Any Costs to be Paid by the Park: _____

Applicant's Signature: _____ **Date:** _____

Parent/Guardian Signature: _____ **Date:** _____
(only if applicant is under 18 years of age)

Recognized Project Leader: _____ **Date:** _____

Emma Prusch Farm Park Approved Rejected

Comments: (Attach additional sheets if necessary for justification)

Signature: _____ **Date:** _____

Title: _____