

## GENERAL RULES AND REGULATIONS

### A. ELECTION PROCEDURES

#### Section 1. General.

- a) Each U.S. region shall be handled as a completely separate election with unique nomination deadlines, voting ballots and election dates.
- b) The Regional Director's Nominating Committee (RDNC) shall maintain a list of desirable attributes that Regional Director candidates should possess. This list shall be included in the U.S. Regional Director Nomination Guidelines.
- c) For procedures regarding elections for countries other than the U.S. see Article VII, Section 1 (c) of the Bylaws.

#### Section 2. Nomination.

- a) Candidate nomination elements, as described in this document, shall be compiled into a "Regional Director Nominations Guidelines" document for publication on the NRHA website, in the *NRHA Reiner* and circulation among the Affiliates of U.S. Regions. (See Regional Director Nomination Guidelines.)
- b) The open date and closing deadline of the nomination period will be unique to the date of each region's Regional Affiliate Finals (RAF). Each region's nomination period shall close no sooner than 120 days before the start of that respective region's RAF. Write-in candidate applications shall close no sooner than ninety (90) days before the start of that respective region's RAF.
- c) The RDNC shall accept nominations up to the close of nomination deadlines for each region.
- d) Candidate nominations may be made by affiliates. Nominations must be made in the form of a letter upon affiliate letterhead and signed by an officer of the affiliate. The language must include "The (name of affiliate) nominations (name of candidate), (NRHA #) as a candidate for Regional Director of the (name of region) for the (year) election." A biography of the candidate, including their credentials, must accompany the nomination letter. Only one candidate is allowed per nomination letter. There is no limit to the number of nominations that can be made by an affiliate. Affiliates shall only nominate candidates to represent their respective region.
- e) Write-in candidates may be accepted if the nomination is accompanied by a minimum of ten (10) signatures from members in good standing residing within the respective region. The nomination language must include "(name of candidate), (NRHA #) desires to run for Regional Director of the (name of region) for the (year) election. This request is supported by the members listed below." On the same document, supporting members must sign and print their names and provide their NRHA number. A biography of the candidate including their credentials must accompany the nomination.

**f)** The RDNC shall monitor incoming nominations to assure that at the least the minimum number of candidates nominated in each region will fill the number of Directors relative to that region and shall take action to stimulate nominations if any Region is not generating enough nominations to fill the respective number of Director positions open in that region. Such action would include:

- i.** Sending notices directly to each affiliate in the region.
  - ii.** Networking for candidate recommendations that the RDNC could then encourage an affiliate to nominate.
  - iii.** Networking for candidates to be write-in nominees.
- g)** The RDNC shall verify that candidates meet the requirements of the position. The RDNC shall also verify that candidates understand the commitments of serving on the Board of Directors.
- h)** Candidate biographies shall be organized by region for publication on the NRHA website, in the *NRHA Reiner* magazine, and distributed to respective affiliates for inclusion in their newsletters.

### **Section 3. Elections.**

**a)** Regional Director elections shall be conducted by online electronic voting (eBallot) and alternative/absentee paper balloting.

**b)** Specific election dates shall be determined for each region based on the dates of their respective RAF, which will allow at least thirty (30) days for votes to be placed either electronically online, or by absentee paper ballot. The eBallot online voting option and absentee paper ballot voting shall terminate 7 days prior to the start of the RAF. Voting in person by paper ballot shall be available during the RAF on the RAF show grounds and shall terminate at 2:00 pm on the last Saturday of each respective RAF.

**c)** An NRHA staff member shall be designated “Elections Administrator.” This person should also be the RDNC staff liaison. They will:

- i.** Agree to maintain the integrity and confidentiality of the Regional Director elections.
- ii.** Set up the online eBallots with the assistance of and under the direction of the RDNC.
- iii.** Interface with eBallot as necessary.
- iv.** Draft and send election notices and voting instructions.
- v.** Maintain voter eligibility lists specific to each region and integrate them with the eBallots.
- vi.** Fulfill requests for paper ballots.
- vii.** Input properly completed and sealed paper ballots in the eBallot system.
- viii.** Finalize the tally of each regional director election and announce the results.

**d)** During the week before each region’s election opens, all members of the respective region will be provided with vot-

ing instructions and unique login password that will allow access to their specific region's online eBallot. Instructions will contain information about how a paper ballot may be obtained if a member chooses not to vote electronically.

**e)** Members will e-mail addresses on file with NRHA will receive this information via e-mail. Members without an e-mail address on file, and those with e-mails that bounce back, will be sent this same information by regular mail.

**f)** Any eligible member choosing to vote by traditional paper ballot may e-mail, fax, or call the NRHA Elections Administrator to request an absentee paper ballot or vote in person at their respective RAF by paper ballot, which shall be available there. (No ballots will be printed in the *NRHA Reiner* or available for download off the website)

**g)** Voters choosing to use paper ballots shall include their NRHA number, signature, printed name and date where indicated on the ballot. They shall place the ballot into an envelope, seal it, and sign their name ACROSS the seal. Any incomplete ballot or improperly sealed ballot envelope shall render the ballot invalid.

**h)** Sealed paper ballots shall be mailed/delivered to the NRHA Elections Administrator, who is the only person allowed to open them. Upon opening a ballot envelope, the Elections Administrator shall immediately input the absentee paper ballot vote into the eBallot system, thereby integrating it with the online voting process where it will be included in the results of the election. All paper ballots shall be input no later than the end of the business day following the day they are received by the Elections Administrator.

**i)** The NRHA staff person who attends each RAF shall work in conjunction with the Elections Administrator and agree to uphold the integrity of the election. They shall also work in conjunction with the hosting affiliate to conduct paper balloting, which will be available until 2:00 pm on the last Saturday of the respective RAF at which time the NRHA staff person shall be responsible to collect any paper ballots completed during the RAF, count the votes, add these paper ballot totals to the eBallot totals provided by the Elections Administrator and produce the results of the election by that same Saturday evening during the RAF show. The NRHA staff person shall return the paper ballots collected at the RAF to the Elections Administrator where they will be counted a second time and the results validated.

**j)** Upon completion of the validated final tally by the Elections Administrator, the respective region's election results shall be immediately released via e-mail notice to all affiliates within the respective region and published on the NRHA website and in the *NRHA Reiner* magazine.

**k)** Any paper ballots submitted for each respective election shall be retained for thirty (30) days. If the viability

of the election is not questioned during that time they shall be shredded.

**Section 4.** U.S. Regional Director Nomination Guidelines. The NRHA Regional Director Nomination Committee will accept nominations for regional director candidates for regional director elections in the fall each year based on the following criteria:

**a) Nominations.** Candidates are nominated to serve for two year terms. Nominations may be made by affiliates or may be written in. (See Section 2 Nominations for specific procedures.)

**b) Qualifications.** Candidates should possess the following attributes:

- i. Knowledge of the reining horse industry.
- ii. Evidence of commitment to the Association's objectives through personal involvement in the industry (diversity of non pros, professionals, judges, breeders, stallion owners, etc.).
- iii. Potential to bring a special expertise or experience to the board (i.e. background in general management, accounting, legal, marketing, advertising, promotions, sponsorships, human resources, information technology, show production and management, breeding, training, etc.)
- iv. Prior board-level experience at the regional/affiliate level or within some form of non profit entity.
- v. Willingness to support board views even when not personally in agreement.

**c) Commitment.**

- i. Ability to serve knowing the time commitment expected of them.
- ii. Financially willing to commit to the expense, which could include at least the procurement of a personal computer and accessories, if necessary, for video conferencing (web cam, microphone, broadband connection) and at most for personal travel, airfare, lodging, transportation and meals when attending a minimum of four (4) Board of Directors meetings per year.
- iii. Time commitment to participate in meetings either in person or via teleconference and/or video conference meetings (if available), and willingness to become educated about issues at hand as necessary.
- iv. Willingness to actively serve on board-level committees as chair/vice chair or member.

**d) Requirements.** Candidates must:

- i. Be at least 25 years of age.
- ii. Be a permanent resident of the region they are nominated to represent.
- iii. Be a current member of the affiliate that nominated them. A write-in candidate requires no affiliate membership.
- iv. Be a member in good standing with NRHA for a period of not less than two (2) years.

## **B. RULE CHANGE PROCEDURES**

**Section 1.** Rule change submissions that may add, alter, or amend any rule in the *NRHA Handbook* may be submitted by any NRHA member in good standing, NRHA Committee, NRHA Staff, or the NRHA Board of Directors.

**Section 2.** A rule change proposal must be reviewed at a minimum of two NRHA Board of Directors meetings and published and presented to the general membership in the *NRHA Reiner* magazine and on the NRHA website. The last date of submission for rule changes will be published in the *NRHA Reiner* and the NRHA website. All rule changes must be voted on by the Board of Directors and only the NRHA Board of Directors may pass a rule change. The NRHA Board of Directors may vote to approve, modify and approve, or recommend the rule change be reviewed by the appropriate committee(s) prior to the date of the vote. On the date of the vote, the rule change will either be passed, defeated or no action will be taken.

**Section 3.** Each committee may review any proposed rule change and provide a recommendation or approve or disapprove the rule changes.

**Section 4.** During the course of the day to day management of the association, if the occasion should arise that is not clearly written or defined by the *NRHA Handbook*, in the best interest of the association and its members, the Officers of the Association are empowered to make clarifications as needed to the *NRHA Handbook*. Any changes under this provision would then be corrected in the manner outlined in the *NRHA Handbook*.

## **C. AFFILIATE COMPLIANCE**

Renewing Affiliates shall submit a complete and correct annual renewal application listing officers who are NRHA members in good standing and dues, for the current year to NRHA by January 31 of each year. Affiliates failing to submit completed and correct renewal applications by January 31 or whose renewal applications remain incomplete or incorrect after January 31, will lose all NRHA business including show approval, will be held in a suspended status until a complete and correct renewal application has been presented to NRHA or until March 1 whichever comes first. If a complete and correct renewal application is still outstanding by March 1 of the current year Affiliate status will be annulled. If the Affiliate Officers are not current members of NRHA in good standing by March 1 of the current year, Affiliate status will be annulled. Annulment of Affiliate status will be published in the *NRHA Reiner*.

After March 1, an annulled Affiliate may re-apply for renewal by paying a re-instatement fee of \$50 and resubmitting a complete and correct affiliate application representing officers who are current members of NRHA in good standing.

## **D. INTERNATIONAL AFFILIATE PROGRAM**

Designation as an NRHA National Association Affiliate is a

privilege, not a right, bestowed by the NRHA Board of Directors, according to procedures formulated by the Executive Committee of the NRHA.

### **Section 1. National Association Affiliate Rights and Responsibilities:**

a) Once the privilege of regional affiliate is granted, and the regional affiliate has been an affiliate in good standing for at least a year and has 25 members and meets the show requirements of the NAA program, the regional affiliate will have the right to apply for the NRHA National Association Affiliate program. Each affiliate wishing to participate in the National Association Affiliate program shall apply to the NRHA by October 31 of the year prior whether it wishes to adopt the program.

b) National Association Affiliates will review all Non Pro declarations from their individual countries and make the decision reference approval. Any disputes can be appealed to the NRHA Executive Committee.

c) Once the privilege of National Association Affiliate status is granted and it has reached 100 NRHA members, the National Affiliate will have the right to apply for the NRHA International Affiliate Program. Each National Association Affiliate will inform the NRHA by October 31 of the year prior whether it wishes to adopt the program.

### **Section 2. NRHA International Affiliate Program Rights and Responsibilities:**

a) The National Association may elect to establish a joint membership between the National Association Affiliate and the NRHA.

b) All Reining events will be NRHA approved.

c) All records will be maintained in the official NRHA database. Section 3. In support of the International Affiliate Program, NRHA will agree to the following:

a) NRHA recognizes the National Association Affiliate as the organization to provide governance and leadership for the sport of Reining on a national level within that country.

b) NRHA will rebate to the National Association Affiliate \$20 for each member in their country that has NRHA membership.

c) NRHA will rebate to the National Affiliate fifty percent (50%) of NRHA's show fees for every show that is NRHA approved and held either inside of the country's geographic borders, or run under the auspices of that National Association Affiliate.

d) NRHA will authorize all protests originated within a respective country to be adjudicated by the National Association Affiliate. The appeal process will be to the NRHA Executive Committee.

e) NRHA will authorize the National Association Affiliate to make a recommendation on all show approvals within that country.

f) NRHA will provide database information requested by the National Association Affiliate. NRHA will maintain histori-

cal records for National Association Affiliates participating in the International Affiliate Program.

## **E. DISCIPLINARY PROCEDURES**

(Protests, Negative Show Representative's Reports and Judges' Grievances)

**Section 1.** Membership in the Association carries responsibilities as well as certain rights. Any member of the Association may be disciplined, fined or suspended upon a showing of good cause. Any non-member may be denied membership and the privileges relating thereto whenever it shall be established by satisfactory evidence to the NRHA Executive Committee that such non-member is not a worthy candidate.

**Section 2.** Anyone who becomes a member of the Association or is subject to any portion of the Bylaws, rules and regulations accepts and agrees to be bound by all the Bylaws, rules and regulations of the Association and all terms and conditions of this *Handbook*.

**Section 3.** Anyone who becomes a member of the Association or is subject to any portion of the Bylaws, rules and regulations and terms and conditions of this *NRHA Handbook* renounces any recourse, which he or she may have against the Association in connection with the enforcement of those rules. This would include any associated or related corporation, trust or other business entity.

**Section 4.** Disciplinary Procedure. Whenever anyone believes that conduct at an NRHA approved event of a member or non-member warrants disciplinary actions, or whenever any member believes that he or she has been harmed by a violation of these Rules and Regulations, he or she must file within fifteen (15) days of the actual incident, and/or within fifteen (15) days of having gained knowledge of the incident, a protest in writing with the NRHA office.

**a)** Any protest must be accompanied by a cashier's check, certified check, money order, credit card authorization or cash in the amount of \$100 to be considered validly filed.

**b)** A protest must be signed by an individual or individuals.

**c)** Any standing or additional committee, as a committee and/or the chairman of that committee, may file a protest for an alleged rule violation that falls within that committee's domain. In case of these protests, the \$100 protest fee is waived.

**d)** For Non Pro eligibility rule violations, see B. NON PRO CONDITIONS (6).

**e)** Timely filing will be determined by the postmark on the envelope. A protest may NOT be filed with a show representative's report. A show representative may file a protest separate from the show representative's report.

**f)** A show representative's protest is subject to the fifteen (15) day filing requirement above, but is exempt from the \$100 filing fee, except when the show representative is directly

involved as an exhibitor in a particular class.

**g)** The filing of a judge's grievance setting forth conduct warranting disciplinary action will also constitute a validly filed protest and the \$100 filing fee will be waived. See Judges Section c. Guidelines, (7).

**h)** The \$100 protest fee will be assessed only against the first entity named in each protest.

**i)** All protest fees are non-refundable in every instance of protest.

**j)** Violations of the *NRHA Handbook* discovered by NRHA during the course of business shall be referred to the Executive Committee to determine the need to refer to a hearing body.

**Section 5. Hearing Body:** The Hearing Body shall be responsible for the conduct of all disciplinary activity involving members of NRHA. The Hearing Body shall consist of nine (9) members in good standing with a quorum consisting of five (5) members. Members of the Hearing Body shall not serve concurrently on the NRHA Executive committee or on the NRHA Board of Directors. The nomination of prospective members of the Hearing Body will be the responsibility of the NRHA Executive Committee. The final approval of those nominees will be the responsibility of the NRHA Board of Directors. Once the nomination and approval process is complete the Hearing Body shall function independently of the nomination and approving bodies.

**a)** The term of office of a member of the Hearing Body shall be three (3) years. No term limitations apply and a current member of the Hearing Body may be re-nominated. Each year the nomination and approval process shall produce three new members of the Hearing Body. In the event that a member of the Hearing Body (for any reason) has not finished a term, the nomination and approval process will provide an individual to fulfill the remainder of that term. [In the first year of the Hearing Body's existence the nomination and approval process shall produce three (3) individuals to fill one three (3) year term, three (3) individuals to fill two (2) year terms, and three (3) individuals to fill one (1) year term.] The Hearing Body is authorized to remove any of its members for any reason by a majority vote. The empty seat will then be filled through the nomination and approval process.

**b)** All rulings of the Hearing Body are final, however any party subject to a ruling of the Hearing Body has the right to appeal the ruling by submitting a non-refundable payment of \$500 to NRHA within ten (10) days of the official date of the Hearing Body ruling. The appeal will be reviewed by the executive Committee of NRHA and will either be supported or overturned by that body.

**Section 6. Hearing Body Procedure:** The Hearing Body has the responsibility of managing a protest or dispute from the time that a case is officially filed at the NRHA office until that case is either rejected or brought to resolution at a deciding hearing. All cases will be subjected to a preliminary review, the re-

sult of which is either rejection of the case or advancement of the case to the full Hearing Body for final resolution. When a case is officially filed with the NRHA office, the NRHA staff members in charge will forward all pertinent information about the case to a member of the Hearing Body designated as the “manager” of that case along with two additional Hearing Body members designated as the “preliminary jury.” The “manager” and “preliminary jury” will review the case on its merits and, along with NRHA counsel, either reject the case or advance it to a hearing by the full Hearing Body. For those cases designated for advancement, the manager will have the responsibility, (along with NRHA counsel), of presenting the facts of the case at the hearing. [All members of the Hearing Body will serve as managers and/or preliminary jury members. Cases will be assigned by the NRHA staff on a purely rotational basis. An individual member of the Hearing Body may be the manager of or a preliminary jury member on more than one case at a time if the case load so requires.] The makeup of the Hearing Body will be public knowledge, but the manager of and preliminary jury members on specific cases will be confidential. All evidence pertaining to a case, all testimony in the hearing and all Hearing Body member deliberations will be confidential. The manager of a case and the preliminary jurors on that case will vote in the deciding hearing. The result of the deciding hearing will be presented to the party involved by NRHA counsel.

**a)** If the Preliminary Jury recommends a hearing, the Preliminary Jury may also submit a sealed recommendation for discipline to be opened only in the event there is a hearing and the Hearing Body has determined that disciplinary action is warranted.

**b)** If the Preliminary Jury finds the matter is not sufficiently serious to warrant a hearing, all parties will be advised accordingly. However, the Preliminary Jury may issue a letter of concern to any party or parties relative to the matter under consideration.

**c)** In the event the Preliminary Jury finds that a hearing before the Hearing Body is warranted, the affiliate or person accused of the violation shall be given not less than thirty (30) days written notice of a time and place for a hearing before the Hearing Body.

**d)** The Preliminary Jury for judges may choose to direct the judge to submit to an Investigative Judges Review, rather than hold a hearing before the Hearing Body. A judge must comply with the decision of the committee or request in writing a hearing before the Hearing Body within fifteen (15) days of receipt of notice.

**e)** In the absence of the physical presence of a sufficient number of members of the Hearing Body to constitute a quorum, a telephonic conference call may be used in order to achieve a quorum.

f) In the event a quorum cannot be achieved in order to hear a disciplinary matter, the accused may elect to continue with the disciplinary hearing with less than a quorum or continue the matter until a quorum is achieved.

g) In the event the accused does not elect to continue with the disciplinary hearing with less than a quorum or a quorum cannot be achieved because of disqualifications or refusal by Hearing Body members, the President shall appoint additional NRHA members to hear the disciplinary matter, first from the full Board of Directors and then from the past Presidents.

**Section 7.** The accused shall have the opportunity to appear in person at the hearing, with or without counsel, and to be heard and to present evidence and testimony on his or her own behalf and to hear and refute any evidence offered against him or her. Should the accused choose to appear at the hearing, the accused does so at his or her own expense. Additionally, any costs associated with counsel for the accused shall be borne by the accused, regardless of the outcome of the hearing. The parties will receive a decision from the Hearing Body immediately after deliberation.

**Section 8.** Proceedings before the Hearing Body shall be informal, and rules of evidence, both at common law or provided by Oklahoma rules of civil or criminal evidence, need not be strictly observed. The standard by which admissibility is determined is whether the evidence is such that an ordinary prudent person is willing to rely upon it. As an NRHA member, participant at an NRHA approved event or a person appearing before the Hearing Body, the accused person agrees that all witnesses and participants in such hearing shall be immune from any civil liability whatsoever, including, but not limited to, libel, slander, invasion of privacy, defamation, or product of disparagement, for testimony given in the course of preparation for or at the hearing.

**Section 9.** Except as provided elsewhere in these Rules and Regulations, in regard to any violation of NRHA rules and regulations by an individual, member, non-member, or entity, the Hearing Body shall impose at a minimum the following sanctions:

- a) **First Offense** not less than thirty (30) days probation.
- b) **Second Offense** not less than thirty (30) days suspension.
- c) **Third Offense** not less than a one-year suspension.
- d) In the event the Hearing Body does not necessarily feel that there has been a violation of the *NRHA Handbook* but the Hearing Body feels the matter should be addressed, the Hearing Body is authorized to issue a letter of concern or reprimand to any party or parties.

In addition to the minimum sanctions set forth above, the Hearing Body shall have jurisdiction to invoke any or all of the following sanctions, including but not limited to,

revocation or denial of membership privileges, revocation of participation privileges in all NRHA approved events, denial of privilege of access or presence on the show grounds of an NRHA approved event, denial of privilege to advertise in NRHA's official publications and/or an assessment of a fine. In the case of a violation by a show committee, affiliate, similar organization, or by the NRHA itself, the Hearing Body may take such action as necessary to remedy the violation and where appropriate, discipline the organization in question.

**Section 10.** In the event sanctions or other requirements are imposed and ordered by the Hearing Body, such as the return of prize money, prizes, trophies, etc., the sanctions shall continue beyond the original sanction period imposed and ordered by the Hearing Body so long as there is any unfulfilled or uncompleted requirement/sanction. In the event a sanction or requirement is unfulfilled or unsatisfied for sixty (60) days that person's membership shall be revoked. After fulfilling all obligations, that person may re-apply for membership, and judging and Non Pro privileges.

**Section 11.** When a member is disciplined, the order of the Hearing Body will be presented to the NRHA Board of Directors and the name of such member or non member will be published in the official NRHA publication, "The *NRHA Reiner*."

**Section 12.**

**a)** In the event a member suspended for any reason enters a horse as an owner or rider at any NRHA approved event during the period of suspension either as owner, rider, or agent, the RNHA will impose an additional six (6) month period of suspension and all show prizes and awards will be forfeited to the NRHA as per the current *NRHA Handbook*.

**b) Reinstatement Fee:** Members who are suspended for any reason must pay the association a \$100 fee to reinstate their membership.

**c) Non Pro Privileges:** A Non Pro that has received disciplinary action and/or suspension must relinquish their Non Pro card or Non Pro Life Card to the NRHA office within fifteen (15) days of receipt of the result of the deciding hearing. Once the duration of the disciplinary action and/or suspension is concluded, a general membership card may be issued to the individual upon proper application and payment of the reinstatement fee and they may re-apply for his/her Non Pro privileges according to NRHA policy.

**d)** A Non Pro that has received disciplinary action and/or suspension may re-apply for his/her Non Pro privileges (as stated in they current Non Pro Conditions) once the duration of the disciplinary action and/or suspension is concluded. Once re-approved for Non Pro privileges, the Non Pro would be eligible for the same divisions as previous to the suspension, providing that the Non Pro's eligibility did not change

during the length of the disciplinary action and/or suspension time period.

**e) Judging Privileges:** A judge that has received disciplinary action and suspension of any kind may regain his/her judging privileges once the duration of the disciplinary action and/or suspension is concluded by reapplying in writing to the Executive Committee. Reinstatement of judging privileges will be at the discretion of the Executive Committee with the recommendation of the Judges Committee.

**f) NRHA Professionals Privileges:** An NRHA Professional that has received revocation of NRHA Professional status, disciplinary action and/or suspension of any kind may regain his/her NRHA Professional status once the duration of the disciplinary action and/or suspension is concluded by applying in writing to the Executive Committee. Reinstatement of NRHA Professional status will be at the discretion of the Executive Committee following recommendation by the Professionals Committee.

**Section 13.** If the Hearing Body deems the submission of a protest to be malicious and/or frivolous, appropriate disciplinary action may be taken.

**Section 14.** Any member interfering with or attempting to influence the outcome of a protest investigation or hearing may be subject to disciplinary action by the NRHA.

**Section 15.** The decision and action of the Hearing Body shall be final and binding upon all parties, however, any aggrieved party to any protest may appeal the decision of the Hearing Body upon the payment of a \$500 fee to the NRHA within ten (10) days of the announcement by the Hearing Body of its decision.

**Section 16.** All disciplinary hearings shall be held at the principal office of the NRHA, or any other location as determined by the Hearing Body.

**Section 17.** The NRHA has the right to publish the name of any member, current or not, in the appropriate suspension or probation list.

## **F. CAUSES FOR DISCIPLINARY ACTION**

### **ABUSE**

**Section 1.** A member of the Association shall not abuse or mistreat any horse in any manner whatsoever on the show grounds. Abuse is defined as an action, or failure to act, which a reasonably prudent person, informed and experienced in the customs, accepted training techniques and exhibition procedures, would determine to be cruel, abusive, inhumane or detrimental to the horse's health.

**Section 2.** Individuals will be subject to the disciplinary procedures set forth in Article E if it is determined that there was a willful abuse of the horse under any of the following circumstances:

**a)** The individual physically participates in the abuse of the animal or shows the horse in a condition to be considered abuse.

b) The individual designates himself or herself as the exhibitor on the show entry form.

## **UNSPORTSMANLIKE CONDUCT**

**Section 1.** Unsportsmanlike conduct will not be tolerated. Unsportsmanlike conduct shall be defined as any action of disrespect, deceit or fraud directed to judges, show management, show representatives, the NRHA (which shall not have a 15 day restriction), NRHA members or other exhibitors.

**Section 2.** Unsportsmanlike conduct shall also include failure to respond to any reasonable request by the NRHA, including failure to respond to disciplinary investigation inquiries after seven (7) days notice to respond has been given.

**Section 3.** Individuals accused of unsportsmanlike conduct will be subject to the disciplinary procedures set forth in Article E.

## **G. FORFEITURES**

**Section 1.** Any rider participating in a class or division in which he/she (or the horse he/she is riding) is not eligible will be fined \$25 for the first offense. After receipt of the notice, any second offense may result in a fine of \$200. When a horse/rider is found to be ineligible, the earnings will be forfeited to the NRHA and all prizes and awards will be returned to the appropriate secretary.

**Section 2.** Upon receipt of any forfeited earnings, NRHA will redirect the forfeited earnings to the show committee to be redistributed. NRHA will make corrections to the class placing and earnings in the NRHA database. It is the responsibility of the ineligible and/or disciplined exhibitor and/or owner to return all forfeited earnings to the NRHA and all prizes and awards to the appropriate show secretary.

## **H. FAILURE TO PAY**

Any member may be suspended and denied privileges of the Association and any non member, and any non member approved show or official thereof, may be denied privileges of the Association for failure to pay when due, any obligation owed to the Association, *NRHA Reiner Magazine* or any NRHA approved show for failure to pay entry fees, stall fees, office charges, premiums or any other fees or charges connected with the exhibition of reining horses; provided, however, that fifteen (15) days before action, written notice of the account due and the intention to suspend and withhold privileges of the Association shall be delivered to such member or non member. This provision also includes the payment of any costs, fees or obligations for a check that is returned to the NRHA or any show or affiliate that has been deemed by a bank to be paid by an account that contains non-sufficient funds. Any suspension and denial of privileges under this section shall terminate upon full payment of the obligation due. This rule shall further apply to the rider, owner, or agent for any unpaid debts related to the entry, exhibition, showing, stalling, or any related fee of an entry at an approved NRHA event. Agent is defined as anyone who acts and/or signs on the behalf of an owner or rider.

## **I. LEGAL ACTIONS**

Every member, former member, and non-member, including any corporation, LLC, partnership, trust, estate, or other legal entity that may be subject to these rules at any time, agrees that he, she, or such entity will not commence any action, whether in law or equity, against the NRHA in any courts other than those federal and state courts located in Oklahoma County, Oklahoma. If unsuccessful in any attempt to overturn any NRHA decisions, actions, rules or regulations, said person or entity agrees to reimburse NRHA for its reasonable attorney fees, court costs and other expenses in connection with the defense of such suit.

## **J. COURT OF LAW CONVICTIONS**

When knowledge is gained of a conviction of an individual of a felony, animal abuse or moral turpitude under municipal, county, state or federal law, whether or not the NRHA is involved, the NRHA may subject the convicted person to discipline under the terms set forth in Article E. Any discipline imposed will be stayed pending completion of any statutory appeals. Acceptance of a conviction by NRHA will be given after notice to the sanctioned individual or entity, who may request a hearing before the NRHA Hearing Body to present lack of due process by the convicting court of law to merit NRHA's refusal to impose discipline.

## **K. CONVICTIONS BY OTHER EQUINE ORGANIZATIONS**

NRHA Executive Committee may accept suspension rulings pertaining to cruel or inhumane treatment of horses from other recognized equine related associations and state racing commissions. The effect of such acceptance is to suspend the individual from NRHA membership privilege, or for non-members, to deny membership privileges, for a length of time equal to the suspension for which reciprocity is given. Acceptance of such rulings by NRHA will be given after notice to the sanctioned individual or entity, who may request a hearing before the NRHA Executive Committee to present lack of due process by the reporting association to merit NRHA's refusal to give reciprocity.