

American Saddlebred Registry RULES AND REGULATIONS

As effective July 7, 2009

Rules and Regulations for the Registration and Transfer of the American Saddlebred Horse and Hearings, Violations and Penalties.

Introduction

One of the principal objectives of the American Saddlebred Registry is to register and maintain the official registry of purebred American Saddlebred horses. The President and/or the Board of Directors may prescribe whatever procedures are necessary to carry out these Rules & Regulations.

It is important that owners familiarize themselves with all Registry Rules & Regulations for Registration and Transfer to expedite the processing of transactions. Submission of accurate documentation for any transaction is absolutely essential.

If you have any questions or problems, please contact the proper Registry area representative before you send in the registration application. One telephone call or letter could prevent unnecessary delays in processing your transaction.

Any member or person signing any portion of any document required or authorized by these Rules & Regulations and any person who has a Certificate of Registration transferred into his ownership agree to the following Rules & Regulations and to be bound by them.

Call or write us at:

American Saddlebred Registry
4083 Iron Works Parkway,
Lexington, KY 40511
859/259-ASHA (2742)
Fax: 859-259-1628
E-mail: saddlebred@asha.net
website: www.saddlebred.com
Hours: 8:00 a.m. – 4:30 p.m.
Monday through Friday

The 2009 edition of Registry Rules & Regulations as updated, corrected and edited supersedes all previous editions and includes all rules and revisions which are in effect as of July 7, 2009. Any subsequent rule changes will be published in an American Saddlebred Horse Association publication.

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SECTION I. MEMBERSHIP IN ASSOCIATION

Only a current American Saddlebred Horse Association member may transact business with the Registry. Any member of the American Saddlebred Horse Association not in good standing with the Association shall not be entitled to transact business with the Registry until restored to good standing with the Association.

SECTION II. GENERAL BUSINESS POLICIES A. SIGNATURES & STATEMENT OF SIGNATURE AUTHORITY

Various Registry transaction forms require the signature(s) of the owner, breeder, buyer, seller, lessor, lessee, and/or agent.

If a horse is registered in joint names, then the signatures of all or only one of the parties may be required depending on the circumstances.

When a horse is to be registered in a farm, stable, business, corporation, or partnership name rather than the name of an individual, a "Statement of Signature Authority" must be filed with the Registry showing the name(s) and signature(s) of all persons authorized to sign business transactions for that entity. Authority to sign transactions may be granted retroactively, but may not be cancelled retroactively.

B. PAYMENT OF FEES

Fees must accompany Registry transactions and are payable by check or money order, in U.S. funds only. Visa and Mastercard are also accepted. The maker of any checks payable to the Registry, which is dishonored, is prohibited from transacting business with the Registry until such check is collected, including a penalty of \$25 per dishonored check. Any person owing money to the Registry which remains unpaid for 30 days after written request by the Registry to such person for payment is prohibited from transacting any business with the Registry until the amount due is paid in full. The Registrar may waive the requirements of this rule if he/she finds its enforcement to be unduly prejudicial to an innocent party.

C. 4-H FOUNDATIONS/ASSOCIATION YOUTH CLUBS/HUMANE SOCIETIES/THERAPEUTIC RIDING CLUBS

4-H Foundations, Association Youth Clubs, Humane Societies, and Therapeutic Riding Clubs, provided proper verification of the group's authenticity is presented to the Registry, are exempt from transfer of ownership fees for horses being transferred into their ownership. Therapeutic Riding Clubs must be accredited by the North American Riding for the Handicapped Association. However, they are subject to any fees required to register a horse not previously registered, or for transfer to a new ownership.

D. BUYER/SELLER DISPUTES

The Registry cannot legally intervene in ownership or other types of disputes between a buyer and a seller of a registered American Saddlebred horse. If a buyer and a seller cannot resolve an ownership or other type of dispute between themselves, they are advised to seek legal counsel. When properly completed and signed documents and appropriate fees are presented, the Registry must process the transaction.

E. RESPONSIBILITY FOR PROPER DOCUMENTATION

Primary responsibility for obtaining and submitting any documentation required to complete a business transaction with the Registry rests with the owner of the horse. The current owner is responsible for all contact and/or correspondence with prior owners to obtain transfer forms or affidavits. When the current owner requests assistance from the Registry to obtain these documents, an additional fee may be charged for this service. This type of assistance is available only on an "as time permits" basis.

F. RECORDED OWNER

The Recorded Owner of an American Saddlebred horse is defined as the person whose name appears on the registration certificate as the properly-recorded current owner.

It is recommended that horses not be registered in the name of a minor.

G. TRANSACTION WITHOUT SIGNATURE OF RECORDED OWNER

In any case where these rules and regulations require the personal signature of a particular person, the Registry may waive such requirement after being satisfied that such person cannot be located. In any case where these rules and regulations require the personal signature of a particular person, and that person fails to respond within fifteen (15) days after receiving the second of two certified return receipt letters sent by the Registry at least thirty (30) days apart requesting such signature, the Registry may waive such requirement.

H. OWNER I.D. NUMBERS

Each ownership entity is assigned a separate I.D.

number by the Registry which is printed following the name of each Recorded Owner listed on the registration certificate.

Note: "John Smith" is a different ownership entity from "Mr. and Mrs. John Smith" and will therefore receive a different I.D. number.

I. REGISTRATION NUMBERS

The Registry issues registration numbers in consecutive order based upon the order in which applications are processed by the Registry. Registration numbers will not be assigned until all requirements have been fulfilled and all fees paid in full, except in the case of conditional registration.

J. MAILING OF CERTIFICATES

All registration certificates are mailed from the Registry office by First Class mail. The Registry assumes no responsibility for safe arrival, and a fee will be charged to replace a lost certificate, whatever the reason.

K. INFORMATION REQUESTS

The Registry may furnish ownership, pedigree or other information with respect to specific horses in response to legal process, court order, requests from recognized registries of other breeds, and requests from other individuals or entities where such individual or entity states in writing the purpose of the inquiry and the Registry determines such requests to be reasonable.

SECTION III. REGISTRATION

A. ELIGIBILITY AND REQUIREMENTS

A Certificate of Registration is a certification of information contained in the records of the Registry. The following requirements must be met for a horse to be registered with the American Saddlebred Registry, Inc.:

1. The horse must be of pure American Saddlebred blood and must qualify to its parentage by blood or DNA testing, and/or any other identification procedure deemed necessary by the Registry.
2. The sire and dam must be registered with the Registry, and all transfers of ownership must have been recorded in accordance of Section V.
3. For registration of Saddlebreds, originally registered with a foreign Saddlebred registry, see Section III. C.
4. All current blood-typing and/or DNA requirements must be completed in accordance with Section III. E.
5. The Registry Application for Registration form must be complete in all respects, signed by the owner or person to whom proper signature authority has been given, and submitted to the Registry with payment of correct fees. No application will be processed unless fees have been paid.
6. The Registry considers the original owner(s) of a foal to be the owner(s) of the dam at the time the foal is born (except in the case of a foal produced by embryo transplant; see Section III. K.). Therefore, if a mare is purchased when in foal, ownership of the dam must be recorded with the Registry before the foal can be registered in the purchaser's name.

If an unregistered foal or a mare with a foal at her side has been purchased, the "Unregistered Foal Transfer" form on the registration application must be completed by the recorded owner of the dam in order to register the foal in the name of the purchaser.

The Registry will record the ownership of the foal exactly as the ownership of the dam is recorded unless this transfer has been completed.

7. The Breeder's Certificate portion of the Application for Registration must be completed and signed by the owner of record of the stallion or the person to whom proper signature authority has been given. The breeder is defined as the owner of the dam at the time of breeding and appears on the certificate in the "Bred By" section.

The owner of the dam at the time of breeding may assign his/her/its designation as breeder to any person or entity. Any such assignment includes all rights and interests as breeder including, without limitation, all rights to be listed as breeder on Registry records and all rights to any money or other prize due the breeder. The assignment must be in writing executed by the owner of the dam at the time of breeding and must be filed with the Registry along with the foal's Application for Registration.

A deceased person's name may not be used as the breeder unless the decedent was living at the time the mare was bred; the dam must be transferred from the decedent's name into the estate of the decedent or the named heir.

If the same entity (person, farm, corporation, partnership, etc.) is the owner or lessee of record of BOTH sire and dam at the time of breeding, a Breeder's Certificate is not required; however, a Stallion Service Report must be submitted.

If a mare is held under lease at the time of breeding and written notification of such lease (signed by the lessor) is on file with the Registry at the time Application for Registration is made, the Certificate of Registration will show the lessee as the breeder.

8. Stallion Service Report filing requirements for registration of stallion owner's foals must be met in accordance with Section III.E.
9. If an unregistered animal has been purchased, the Unregistered Foal Transfer form on the Application for Registration must be completed.
10. For any horse with white markings above the knees or hocks (such as pintos), four current photographs, showing both sides, front and rear, must accompany the Application for Registration.
11. Many competition programs, including all ASR affiliated futurities, require Application for Registration of nominated foals to be made no later than December 31 of the foaling year. Weanlings must be registered to show in weanling futurity classes.

B. CONDITIONAL REGISTRATIONS

Upon request, when required parentage verification procedures to issue a permanent registration certificate to the owner of an unregistered foal are incomplete, the Registry may issue a conditional registration number to the owner as identified on a properly completed registration application, provided that such application with the correct fee has been submitted to the Registry. Conditional registrations are valid for six months. ASR will not record any further transactions concerning this animal as long as the registration is conditional.

In the event the required parentage verification procedures show the parentage listed on the application to be incorrect, the conditional registration must be corrected; otherwise, the conditional registration will be cancelled. Reapplication will require payment of additional fees.

Any owner who receives a conditional registration number under this rule shall indemnify and hold harmless the Registry, its officers, directors, agents, and employees from any claim, damage, loss, or liability arising out of or resulting from the

issuance of a conditional registration number.

C. REGISTRATION OF HORSES ORIGINALLY REGISTERED WITH AN APPROVED FOREIGN SADDLEBRED REGISTRY

The Registry currently recognizes the registries of ASHA of Canada, ASHA of Australia, and the Saddle Horse Breeders' Society of South Africa for the purpose of registration of horses with the Registry.

1. A horse which has been previously registered with an approved foreign registry may also become eligible for registration with the Registry upon meeting the following requirements:

- a. The horse has been imported to the United States.
- b. The registration certificate from the approved foreign registry has been submitted to the Registry to be kept on permanent file until such time as the horse has been exported from the U.S. In such case, the Registry registration certificate must be returned to the Registry before the foreign registry certificate will be released to the recorded owner.
- c. The registration certificate from the approved foreign registry must include diagrams with written description of the markings on the horse, and documentation from the foreign source registry which evidences an unbroken chain of ownership from the breeder to the applicant, who must be the recorded owner.
- d. Documentation of blood or DNA testing results (as determined by a laboratory approved by the Registry) has been placed on permanent record with the Registry and the imported horse qualified as the offspring by such testing.
- e. Four current color photographs of the animal taken in the U.S. which clearly show the color, markings (or lack of markings) on all sides of the head, legs, body, front, and rear must also be submitted.
- f. The applicant has filed with the Registry an export certificate, if issued, signed by the proper authority of the approved foreign registry.
- g. The sire and dam of the imported horse must be listed in the stud book of the original foreign source registry.
- h. Inspection of the horse and its documents may be requested by the Registry to verify that the identifying description agrees with that shown on the foreign registration documents and export certificate.
- i. The registration fee for imported horses must be paid.
- j. All requests and documentation submitted to register horse(s) previously registered with an approved foreign registry must be reviewed for compliance by the Registry, which has the right to refuse registration.

2. Upon meeting the requirements below, the following may be registered with the Registry: (1) A foal imported in utero, whose dam has been properly registered with the Registry (see Section III.C.1 for registering foreign registered mares), and whose sire is properly registered with ASR or an approved foreign registry; (2) A foal/embryo conceived by an ASR registered mare as the result of transported semen from a stallion, not standing in the U.S., that is properly registered with ASR or an approved foreign registry.
 - a. An Application for Registration on a form provided by the Registry has been com-

pleted, signed by the applicant, and filed with the Registry along with the proper fees.

- b. A valid Stallion Service/Breeder's Certificate must be submitted.
- c. Foal qualifies with full parentage through blood typing or DNA testing.
- d. The current fee for foal registration must be paid.
- e. Stallion's pedigree is on record with ASR.

D. REQUIREMENTS FOR REGISTRY APPROVAL OF A FOREIGN REGISTRY

The following information must be supplied before approval of a foreign registry will be considered by the Registry:

1. Founding date;
2. Legal documentation of current corporate status;
3. Total number of horses registered;
4. Current rules for registration and transfer;
5. Current registration certificate in five-generation pedigree format;
6. Name and address of blood typing or DNA testing laboratory currently used by the registry; and
7. Evidence of rules in place requiring full parentage verification of foals by blood typing or DNA testing as documented by authorized representative of the foreign registry.

NOTE: It is recommended that all approved foreign registries adopt "American Saddlebred" as the official name.

E. BLOOD TYPING AND DNA TESTING

To assist in the verification of parentage, the following horses shall be blood typed or DNA tested at the recorded owner's expense by a laboratory recognized by the Registry:

1. All breeding stallions must have DNA test results on file. DNA testing will require either submission of a new blood sample or conversion of frozen serum on file at an Registry approved laboratory to DNA. All testing will be at the expense of the recorded owner.
2. All mares producing horses for which an Application for Registration is submitted on or after January 1, 2003, must have DNA test results on file. DNA testing will require either submission of a new blood sample or conversion of frozen serum on file at a Registry approved laboratory to DNA. All testing will be at the expense of the recorded owner.
3. DNA testing will be mandatory for all horses for which an application is submitted in 2003 and thereafter.
In certain cases, where the sire and/or dam is deceased and only blood typing is available, the parentage of the foal/animal will be verified through blood typing.
4. Foals requiring reregistration certificates to change sire, dam, foaling year or sex (see Section IV.D.) must be qualified by blood and/or DNA testing as the offspring of the sire and dam.
5. The Registry may require blood typing or DNA testing at the owner's expense of any horse whenever evidence is received suggesting or calling into question the correctness of the parentage listed for such horse, or the Registry may conduct blood typing or DNA testing at its own expense in such circumstances.
6. The Registry may from time to time conduct blood typing or DNA testing of horses selected by the Registry on a random basis. The owner or lessee of a selected horse shall

allow the blood typing or DNA testing to be conducted at the expense and under the supervision of the Registry.

7. The Registry may furnish bloodtyping or DNA information as to specific horses in response to legal process, court order, requests from other recognized breed registries, and requests from other individuals or entities where such individual or entity states in writing the purpose of the inquiry, and the Registry determines such request to be reasonable.

F. STALLION SERVICE REPORT

The owner or manager of a registered American Saddlebred stallion which has been bred to any registered American Saddlebred mare(s) during a breeding season must submit a Stallion Service Report on a form acceptable to the Registry no later than October 31 of the year during which the stallion is bred. Information to be included:

1. Registration number and name of each mare bred;
2. Name and address of each mare owner;
3. All dates mare was bred; mare must be listed separately for each embryo;
4. Method of service:
transported semen (frozen or fresh cooled)
natural cover
artificial insemination
pasture breeding and dates mare was confined with stallion
5. Signatures of persons authorized to sign Breeder's Certificates for the listed mares. Should the stallion owner or manager fail to file a Stallion Service Report for a given breeding season, any foals produced by the stallion and owned by the stallion owner and/or authorized manager will not be eligible for registration until the Stallion Service Report has been filed with the Registry and the penalty fee paid.

A penalty fee, in addition to any penalties that may be imposed under Section XV, may be assessed if the stallion owner or authorized manager fails to file a Stallion Service Report on or before October 31 of the current breeding season.

Schedule of Late Fees – Effective October 1, 2007

1-10 days late	\$25
11-20 days late	\$50
21-30 days late	\$75
31-60 days late	\$200
61 days and over	\$300

See Section XV.A (f) regarding Hearings, Violations & Penalties: Failure of a stallion owner or manager to supply a Stallion Service Report to the Registry by October 31 of the current breeding season, or making a false or fraudulent statement on the Stallion Service Report, shall be a violation of the rules of the Registry.

G. AGE OF A HORSE

The age of a horse is computed on the basis of a calendar year starting January 1 of the year foaled, not the actual birth date. For example, a horse foaled any time during 2004 is considered to be one year old on January 1, 2005.

H. NAMES

1. Each animal for which Application for Registration is made must be given an acceptable name which does not conflict with the name of any other animal registered with the Registry, living or dead. A conflicting name is one which is judged to be too similar to an existing name either in spelling or pronunciation, e.g., Black Knight/ Black Night.
2. The name may not exceed 35 characters,

including letters, spaces and punctuation.

3. Three name choices must be provided on the application in order of owner's preference.
4. The Registry reserves the right to accept or reject any or all of the names submitted, whether for reasons of conflict or good taste, and also reserves the right to correct obvious misspellings.
5. The following are not allowed as part of a horse's name:
 - a. Numerical prefixes or suffixes: Numerals;
 - b. "Jr." and "Sr." as suffixes;
 - c. Diacritical marks;
 - d. Punctuation marks as prefixes;
 - e. Initials added as a prefix or suffix to a name already in use, e.g. Wing Commander G.G.
6. Any available name may be reserved with the Registry and will be reserved for a period of six (6) months. Effective 5/1/02, a fee of \$25.00 will be assessed for each name reservation.

I. ARTIFICIAL INSEMINATION

The use of artificial insemination procedures, i.e., breeding by any means other than natural cover, is allowed.

J. TRANSPORTED SEMEN

Effective March 1, 1991:

1. Breeding is allowed by the use of transported semen which is defined as any breeding by artificial insemination which takes place at a location other than the premises where the stallion from which semen is used is standing.
2. Fresh cooled or frozen semen may be used.
3. The use of frozen semen collected from a stallion that has died or been castrated after January 1, 1995 will be allowed.

The Registry must receive notification signed by a licensed veterinarian within 30 days of the death or castration of the stallion and an affidavit signed by the recorded owner or person to whom proper authority has been given stating the location of the semen which is to be used. Annual Stallion Service Reports and Breeder's Certificates must continue to be filed by the stallion's recorded owner or person to whom proper authority has been given during the period the semen is allowed to be used.

4. Falsifying transported fresh cooled or frozen semen records, or failing to report a breeding by use of transported semen or the date of death or castration of a stallion are considered as violations of the rules of the Registry, and any violator shall be subject to charge as outlined in Section XV.

K. ASSISTED REPRODUCTION

For purposes of these Rules, "assisted reproduction" refers to any process by which an embryo or oocyte is transferred from its genetic dam (the donor mare) to another mare (the carrier mare), which acts as the host and carries the foal. This process includes, but is not limited to, embryo transplant, oocyte transplant and in vitro fertilization; however, it does not include cloning or any other method prohibited by the Registry Rules.

1. Effective February 21, 2004, there shall be no limitations on the number of foals that may be registered per donor mare.
2. The Certificate of Registration will note that the foal is the result of assisted reproduction.
3. The Registry has the right to inspect and check all or any practices of any party using or intending to use assisted reproduction.
4. The burden of proof as to true parentage is to be borne by the applicant for registration, and

any question of parentage shall be resolved against registration of a foal carried by a carrier mare through assisted reproduction.

5. The owner(s) of the donor mare at the time an embryo or oocyte is transplanted or implanted in a carrier mare shall be the original owner(s) of a foal which is the product of assisted reproduction.

L. CLONING

Until the American Saddlebred Registry Board of Directors is satisfied that it has gained a comfortable level of knowledge and assurances that specific technical, moral and legal aspects of cloning, gene splicing or other artificial attempts to enhance or manipulate the equine genome are resolved, the Registry will not allow registration of any horses produced by such a manner.

M. EXTRAORDINARY CIRCUMSTANCES

The Registry Board of Directors upon the recommendation of the Registry Committee shall have the right to waive any requirement of the rules for registration when the Board determines (i) there has been substantial compliance with these rules and (ii) extraordinary or unusual circumstances exist warranting registration.

SECTION IV. CERTIFICATE CHANGES & REPLACEMENTS

A. CHANGE OF NAME

The name of a registered horse may be changed one time only during the lifetime of that horse provided that:

1. No foals have been registered from the horse in question, whether it be a mare or a stallion.
2. The horse has not been designated as a Saddlebred Record Champion.
Note: If a horse has had one or more name changes, the owner may reregister the horse by its original name, subject to above limitations.
The original Certificate of Registration must be submitted along with the name change request and correct fee. The old certificate will be cancelled and retained by the Registry and a new certificate issued. See Section III.H. for rules on naming horses.

B. LOST OR DESTROYED CERTIFICATES

A duplicate certificate may be issued when the original has been lost or destroyed and when sufficient proof of loss and proper identification of the horse have been submitted to the Registry. The word "DUPLICATE" will appear on the face of the certificate to identify it as such.

1. The Registry may issue a duplicate registration certificate if the recorded owner or the current unrecorded owner files a fully authorized affidavit complete in all respects stating the circumstances under which the original certificate was lost or destroyed. The affidavit must be accompanied by the required fee and four current photographs of the horse, showing front, rear and both sides.
2. If the current unrecorded owner is not indicated in the Registry records to be the owner of record, proper transfer reports must be provided as specified in Section V.
3. All registration certificates are mailed from the Registry office by First Class mail. The Registry assumes no responsibility for safe arrival, and a fee will be charged to replace a lost certificate, whatever the reason.
4. The issuance of a duplicate certificate automatically cancels the original certificate which shall no longer have any force or effect even if located.

C. DEFACED CERTIFICATES

A new certificate will be issued when the original certificate still exists but has been defaced. The Registry must be provided with the defaced original certificate and applicable fees before a replacement certificate will be issued.

D. REREGISTRATION CERTIFICATES

1. Reregistration certificates are issued when there is a change in the sire, dam, foaling year or sex of a foal. Except as provided in paragraphs 3 and 4 of this Section IV.D. reregistration requires that a new Application for Registration be completed in accordance with Section III A.
2. New blood or hair samples as required by the Registry must be submitted for parentage verification. The expense of the blood typing or DNA testing shall be borne by the applicant. A reregistration fee must accompany the application. The Registry must also be provided with the original Certificate of Registration before a reregistration certificate can be issued.
3. In the event a change in the parentage of a registered horse is determined as a result of the Registry's own regular review of its bloodtyping and/or DNA records, the owner will be notified and shall return the Certificate of Registration to the Registry for correction, or a notice of a corrected certificate may be issued by the Registry where necessary to correct the record without regard to the requirements of Paragraph 1.
4. When the Registry receives blood typing or DNA results and other evidence identifying a different parentage from the one listed for a horse, the owner will be notified and shall return the Certificate of Registration to the Registry for correction or a notice of a corrected registration certificate may be issued to the owner showing the correct parentage without regard to the requirements of Paragraph 1.
5. When blood typing and/or DNA results and other evidence received by the Registry pursuant to Paragraphs 3 and 4 of this rule confirm that the listed parentage for a horse is incorrect but do not identify the correct parentage, then the Registry will record no transactions involving such horse until its correct parentage is verified.
6. The Registry expressly reserves the right to alter or cancel a certificate at any time in cases any information upon which it is based should be found inaccurate. In such case, the Registry shall not be responsible for any loss or damage which may result to any holder of this certificate.

E. CHANGE OF COLOR, MARKINGS, FOALING MONTH, REMOVAL OF SCARS OR BRANDS, CORRECTION OF THE DATE OF TRANSFER, MARITAL OR OTHER NAME CHANGES OF INDIVIDUAL OWNERS

A new certificate is issued to indicate a change in color, markings, foaling month, the removal of scars or brands which previously had been indicated on the certificate, or the correction of a date of transfer or marital or other name changes of individual owners. The Registry office must be provided with the original Certificate of Registration before a corrected certificate can be issued. The following conditions apply to all corrected certificates:

1. Correction of an original Certificate of Registration may be obtained by the current recorded owner filing a duly notarized affidavit indicating the specific change requested. The affidavit is to be accompanied by the

necessary fee, plus four current photographs of the animal, showing both sides, front and rear views.

2. When a significant correction in the description of a horse is requested, positive identification may be required if the ownership is no longer recorded in the name of the original owner.
3. If the application for a corrected certificate contains a discrepancy of such a nature as to bring into question the identity of the animal, the Registry may require inspection of the animal and/or parentage blood typing or DNA testing.
4. To correct the date of a transfer recorded with the Registry, it is required that the Registry be provided with signed statements from BOTH seller and buyer giving the correct date of transfer and such other documentation the Registry may request. The Registry must be provided with the original certificate and any applicable fees in order to issue a corrected certificate.
5. To correct the name of an individual owner whose name has been changed because of change in marital status or other reasons, the Registry must be provided with the original certificate, any applicable fees in order to issue a corrected certificate, and any other documentation the Registry may request. Changes of ownership entities involving another person(s), however, are considered transfers of ownership, not corrections.

F. FREE CORRECTIONS

Within thirty (30) days from the time the Certificate of Registration is mailed from the Registry office, for no additional charge, the owner may return the certificate to the Registry for correction of inaccuracies, accompanied by necessary documentation for the change. Such corrections do not include name changes.

G. GELDINGS AND SPAYED MARES

When a stallion has been gelded or a mare spayed, this information should be reported to the Registry office. It is not necessary to send the Certificate of Registration, this information will be added to the certificate the next time it is received in the Registry office for any business transaction.

H. NOTATION OF DEATH

Upon the death of a registered American Saddlebred, a statement signed by the recorded owner indicating the date of death, registered name, and registration number of the deceased horse must be sent to the Registry office.

I. RIGHT TO CANCEL CERTIFICATE

The original recorded owner(s) of a registered American Saddlebred horse may, if the original recorded owner(s) continues to be the owner(s), cancel its Certificate of Registration by surrendering the Certificate to the Registry together with a signed statement requesting cancellation. However, a Certificate of Registration cannot be cancelled if any foals have been registered from the horse in question, whether it be a mare, a gelding, or a stallion. After cancellation of the registration certificate, the certificate may be reissued or reinstated only upon the written request of the person(s) who previously submitted the request for cancellation (or the administrator of his or her estate). If the Certificate of Registration of an American Saddlebred horse has not been surrendered and cancelled by the original recorded owner(s), the certificate shall be considered to be assigned to the horse for the remainder of its life. Anything in these rules to the contrary notwithstanding, the American Saddlebred Registry, Inc.

expressly reserves the right to alter or cancel a certificate at any time in case any information upon which it is based should be found inaccurate. In any event, under no circumstances will the Registry be responsible for any loss or damage resulting from any inaccurate information contained on any certificate.

SECTION V. TRANSFER OF OWNERSHIP

A. CHAIN OF OWNERSHIP

Every transfer of ownership of a registered American Saddlebred must be recorded with the Registry. A complete and correct chain of ownership must be maintained.

B. BUYER AND SELLER RESPONSIBILITIES

Buyers are cautioned to inspect a horse's official Certificate of Registration prior to purchase of the horse to see that the seller's name is the last recorded owner listed on the certificate.

Effective with sales consummated on or after January 1, 1984: The seller is responsible for recording all transfers of ownership with the Registry (including all unrecorded back transfers) and for payment of all fees necessary to record such transfers unless other agreement has been reached by the buyer and seller.

Sellers are advised to submit the original Certificate of Registration, all properly signed documentation of transfers and fees to the Registry as soon as possible after the sale of the animal to insure prompt service and to reduce the possibility of complications in processing the transfer. The use of sale contracts is encouraged for transactions involving American Saddlebred horses.

C. PROCEDURE TO RECORD TRANSFER OF OWNERSHIP

One party must be a current ASHA member in good standing.

1. To transfer the recorded ownership of a registered American Saddlebred horse, the Registry must be supplied with the following:
 - a. Original Certificate of Registration;
 - b. Properly completed transfer forms; and
 - c. Required fees

Important: Transfers should be completed in the handwriting of the seller or the seller's authorized agent. Erasures or alterations will void the transfer.

2. If jointly registered, e.g., "Mr. AND Mrs. Smith," the signatures of BOTH owners (or their authorized agent) are required. If jointly registered as "Mr. and/or Mrs. Smith" or "Mr. or Mrs. Smith," then the signature of ONLY ONE of the owners (or owner's authorized agent) is required for transfer to a third party.
3. For animals not yet registered, transfer endorsement completed in the handwriting of the seller (or the seller's authorized agent) is to be made on the Unregistered Foal Transfer Report on the Application for Registration form. There is no charge for transfers made prior to the registration of the horse.

D. AUCTIONS AND SALES COMPANIES

1. Before a horse is sold at auction, the seller has the responsibility to determine that the horse being sold is properly registered in the name of the seller. No gaps in ownership will be recognized by the Registry.
2. In the event a horse is sold through an auction, the seller may deliver the Certificate of Registration to the management of the auction who may be instructed by the seller to complete and sign the transfer form as the seller's agent, giving the name and address of the buyer and date of sale, provided the seller

has given the properly signed letter of authority to the auction management to act as the seller's authorized agent. Seller shall instruct the management of the auction to withhold the transfer fee from the sale's proceeds and remit it directly to the Registry with the letter of authority, certificate and completed transfer form.

3. A special auction transfer form for "Animals Sold at Authorized Public Auction" is for use by authorized public sales agents only. This special transfer form will be accepted by the Registry only if it has been completed entirely by the authorized agent of the sales company. The actual date of the sale and the purchaser as of that date must be furnished by the sales company.
4. The seller is responsible for the cost of transfer where a horse is sold through an auction. The Registry will request that such companies announce this rule prior to commencement of the auction. The Registry will request such companies to withhold the transfer fee from sellers' proceeds in cases where such companies are authorized to complete and sign transfer forms and remit the fee directly to the Registry along with the form.

E. TRANSFER WITHOUT SIGNATURE OF RECORDED OWNER

Unless the Certificate of Registration has been cancelled, whenever legal title to a registered American Saddlebred passes to another by reason of death of the recorded owner, by a sale or disposal without the Certificate of Registration, by enforcement of any lien, by order or decree of court, or otherwise by operation of law, the Registry may transfer the registration of the horse to the new owner when presented with the following:

1. A copy of a court order, such as a divorce decree, certificate of qualification of personal representative of a deceased owner, or other court order, or satisfactory proof of authority for the transfer. In the case of a sale or disposal without the Certificate of Registration, or enforcement of lien, a legal opinion of counsel for the party seeking the transfer that ownership has legally passed to the new owner may be required;
2. Payment of applicable fees; and
3. Any other requirements which may be defined by the Registry in special situations.

SECTION VI. SYNDICATIONS

A syndication of an American Saddlebred horse must be recorded with the Registry as follows:

1. A copy of the Syndicate Agreement should be filed with the Registry.
2. A list of shareholders of the syndicate MUST be filed with the Registry. In the case that all shares have not been sold, this should be stated and names provided of new shareholders as they become known.
3. The name of the person or persons designated as "Syndicate Manager" must be filed with the Registry. This is the person whose signature the Registry will honor for Breeder's Certificates, Stallion Service Reports, Transfer Reports, and Applications for Registration, on behalf of the syndicate.
4. If the position of Syndicate Manager is voted on or appointed annually, or if the Syndicate Manager can be removed by vote or other means, a statement specifying these conditions must be filed with the Registry if the Syndicate Agreement is not supplied.

The syndicated horse must be registered in the name of the syndicate itself. The normal transfer

of ownership rules and fees apply as stipulated in Section V.

SECTION VII. RECORDING OF SECURITY INTEREST OR LIEN

1. Evidence of a security interest may be recorded with the Registry by filing a copy of the security agreement or financing statement signed by the party in whose name the subject horse is registered with the Registry. Any attempt to record will be rejected unless the security agreement or financing statement is accompanied by a written statement of the secured party that such party has possession of the registration certificate pertaining to the subject horse, and a copy of the registration certificate must accompany the statement.
2. The holder of a judicial or other lien against an American Saddlebred horse may file evidence of the lien with the Registry by delivering a certified copy of the lien to the Registry.
3. Evidence of release of a security interest or lien may be recorded with the Registry by filing a copy of the release signed by the secured party or lien-holder specifying the security interest or lien released and the registered name of each horse involved.
4. The registry will not transfer the recorded ownership of any horse with respect to which evidence of a lien or security interest has been recorded, except with the written consent of the lien or security interest holder or pursuant to a court order.

SECTION VIII. LEASES & CERTIFICATES OF ELIGIBILITY TO SHOW

A. LEASES

For a lease of a horse to be recognized by the Registry, written notice of its existence must be filed with the Registry office signed by both lessor and lessee, with all applicable fees. The notice must provide the effective date of lease and may provide a termination date. Otherwise, it may be terminated by written notice, giving termination date, signed by both lessor and lessee or by a properly executed transfer which shows a change of ownership from lessor to lessee. The notice must identify the horse to which the lease is applicable.

1. Recording notice of lease authorizes a lessee to execute all documents pertaining to the recognized activities of breeding, showing or other performance, regardless of any limitation in the actual lease agreement. Enforcement against the lessee of limitation on use of the horse is solely the responsibility of the lessor.
2. During the effective term of the lease, the Registry will not record subsequent changes in ownership until the lease is terminated.

B. CERTIFICATE OF ELIGIBILITY TO SHOW

U.S. Equestrian Federation and the American Saddlebred Horse Registry require that all horses be entered and shown under their registered names and in the names of their recorded owners.

However, a Certificate of Eligibility to Show may be issued to a person other than the recorded owner under the following circumstances:

1. The recorded owner of a horse may execute a Certificate of Eligibility to Show application indicating a recorded owner's permission for an identified horse to be shown under the name of the person so designated.
2. The recorded owner may execute a Certificate of Eligibility to Show application whenever the official Certificate of Registration has not yet been turned over to the purchaser; however, the execution of the Certificate is not limited to this circumstance.
3. The Registry may execute a Certificate of

Eligibility to Show in the name of a current unrecorded owner if, after reasonable investigation and approval by the Registry Committee, the Registry is satisfied that it is not possible to document and record the complete chain of ownership and properly record the name of the current owner. In this case, photographic identification of the horse is required; identification by blood typing or DNA testing may also be required at the Registry's discretion.

4. A Certificate of Eligibility to Show application must be filed with the Registry with applicable fees prior to the time the horse is shown. The Certificate of Eligibility to Show will be returned to the grantee with the office Registry seal affixed as endorsement that eligibility has been granted and has been recorded with the Registry. A copy of this Certificate and a copy of the horse's registration certificate should be included with horse show entries in order to comply with current Registry and U.S. Equestrian Federation rules.
5. The Certificate may be terminated by the recorded owner at any time by notifying the Registry office and the person designated on the Certificate, in writing, stating that the Certificate is void as of a specified future date.
6. If, after reasonable investigation, the Registry identifies a U.S. Equestrian Federation rule has been violated in relation to a Certificate of Eligibility to Show, the Registry reserves the right to notify U.S. Equestrian Federation of such violation and revoke any such Certificate.

SECTION IX. RESEARCH ACTIVITIES

The Registry office provides a number of computer services for various fees. A complete list can be found in a current publication of the Registry. The Registry office does provide FREE service for telephone inquiries about a limited number of animals.

SECTION X. REGISTERED FARM NAMES

Exclusive use of a farm name for the purpose of using the entire farm name or an approved portion of the name as a prefix for a horse's registered name may be granted upon submitting the proper application with the required fee provided the following conditions are met:

1. Use of the farm name selected has not already been exclusively granted;
2. The name applied for is not one to be considered in the public domain, such as "American," "Beauty," etc.,; and
3. Payment of a \$500.00 fee has been made for the registration of the farm name.

Note: When a farm is sold, exclusive use of its registered name does not automatically pass to the purchaser. Written release of the registered farm name must be submitted to the Registry office by the person to whom exclusive use was originally granted. Application for exclusive use of that farm name must then be made by the purchaser at the initial registration fee of \$500.00. Once a farm name has been registered, the Registry will recognize no other user except the registrant.

[Section XI – omitted]

SECTION XII. REGISTRY NOT LIABLE

The American Saddlebred Registry, its directors, officers, members of committees, members of Hearing Boards, employees, representatives, and agents will attempt to obtain true and complete information in connection with registrations of horses and transfers of registration certificates,

hearings, and all other matters relating to Registry activities.

Except for proven intentional wrongdoing, neither the Registry nor any individual serving in a capacity mentioned above will be liable in any way, whether in damages or otherwise, for the issuance of any Certificates of Registration, for the transfer of any Certificates of Registration, for the refusal to issue a Certificate of Registration, for the issuance of any pedigree statements, for the refusal to transfer any Certificate of Registration, for the cancellation of any Certificate of Registration, for any disciplinary proceeding brought against or penalties imposed on any member or other person or for any other act or omission done or omitted by or on behalf of the American Saddlebred Registry.

The Registry relies on the accuracy of all information furnished it in connection with the registration and transfer of horses. The Registry is not responsible or liable for any erroneous registration, transfer, certificate or other document it issues as a result of false, incorrect or inaccurate information furnished to it. Anyone who knowingly furnishes such false, incorrect or inaccurate information may be subject to charges of violation of these rules.

SECTION XIII. FEES REGISTRY TRANSACTION FEES

The following fees are effective April 2009:

Registration Fees

Birth up to 3 months	\$35.00
3 months up to 6 months	\$45.00
6 months up to 9 months	\$55.00
9 months up to 12 months	\$65.00
12 months up to 24 months	\$200.00
24 months and over	\$300.00

Transfer of Ownership Fees

Within 30 days of sale	\$50.00
Late fees – after 30 days	\$10.00 per month to a maximum of \$200.00

Back Transfers \$50.00
(Transfer of ownership previously not recorded)

Certificate Correction and Replacement Fees
Color; markings; foaling month; removal of scars or brands; correction of a transfer date; marital or other name changes of individual owners \$25.00

Defaced Certificates \$25.00
Duplicate Certificate \$50.00

Change of Registered Name \$200.00
(Allowed only once)

Cancellation of Certificate \$50.00

Reissuance of Certificate \$35.00

Investigation of Chain of Ownership \$200.00
(Non-refundable deposit of \$150.00. Requires DNA/Blood typing test, which is a separate fee, to verify identity.)

Reregistration \$25.00

Late Stallion Service Reports

1-10 days	\$25.00
11-20 days	\$50.00
21-30 days	\$75.00
31-60 days	\$200.00
61 days & over	\$300.00

OTHER REGISTRY TRANSACTION FEES

Blood Typing and DNA conversion (Stallions, Mares, Geldings, Foals)	\$75.00
DNA testing (Stallions, Mares, Geldings, Foals)	\$50.00
Blood Typing Conversion of Frozen Serum to DNA	\$30.00
Additional DNA kit (for the same horse)	\$25.00
Additional Blood-typing kit (for the same horse)	\$25.00
Priority DNA Processing	\$100.00
Identity Test for an Exact Match of DNA Type (Search of database. Registry makes no warranty horse will be identified)	\$100.00
Researching the possible identity of a horse (includes search for horses fitting criteria provided by owner, including color, markings, sex, approximate age, and last known location of the horse or of the state in which the horse was sold. Registry makes no warranty horse will be identified.)	\$100.00

Breeder Designation fee (optional) \$25.00

Color Testing \$40.00

Certificate of Eligibility to Show \$25.00

Recording of a Lease \$25.00

Farm or Stable Name Registration \$500.00

Name Reservation (for 6 months) \$25.00

Special Services

Priority handling ("RUSH" Service) \$50.00

Reactivation fee \$50.00
(for transfers & registrations that have remained on file pending action by the member for 12 months or more)

Immediate attention fee \$50.00

Mail

Certified mail \$10.00
Express mail \$20.00

FEES FOR REGISTERING IMPORTED HORSES FROM AN APPROVED FOREIGN REGISTRY

Imported Horses \$150.00

A Foal Imported in Utero
(Whose dam has been properly registered with the Registry and whose sire is properly registered with ASR or an approved foreign registry)

Birth up to 3 months	\$35.00
3 months up to 6 months	\$45.00
6 months up to 9 months	\$55.00
9 months up to 12 months	\$65.00
12 months up to 24 months	\$200.00
24 months and over	\$300.00

Fees do not include blood typing/DNA testing of the foal. Date of possession is the date of release from quarantine. If the horse is not under quarantine, the date of possession is the date of importation.

SECTION XIV. FORMS

GUIDE TO REGISTRY OFFICE FORMS

Application for Registration

Includes Breeder's Certificate; Transfer of Unregistered Horse; Blood Typing/DNA Kit Order Form.

Use to apply for foal registration; to certify date of stallion service to a specific mare; to transfer ownership of an unregistered foal; to order a blood typing or DNA kit.

Stallion Service Report

Due on or before October 31 of the current breeding season; penalty fee for late filing. Use to record all mares bred to a stallion during a specific year's breeding season.

Transfer Report

Use to transfer ownership of a registered horse.

Transfer of Unregistered Horse

Use to transfer an unregistered horse; available as part of the Application for Registration.

Affidavit for Lost/Destroyed Certificate of Registration

Use to replace a lost or destroyed certificate.

Application for Certificate of Eligibility to Show

Permits someone other than the recorded owner (by lease or purchase contract agreement) to show a horse.

DNA Test/Conversion form

Use to obtain a DNA kit/conversion.

Membership Application

Use to apply for Association membership.

Statement of Signature Authority

Use to authorize a signature other than that of the recorded owner for Registry transactions.

Application for Exclusive Use of Farm Name

Required for use of farm name as prefix for horses' names.

Name Reservation Form

Use to reserve names for foal registration.

A variety of promotional materials is available. Contact ASHA for current inventory.

SECTION XV. HEARINGS, VIOLATIONS & PENALTIES

A. VIOLATIONS

Any person committing or aiding in the commission of any of the following acts or incurring the following conviction or penalty shall be in violation of the rules of the Registry:

- a. Changing a Certificate of Registration;
- b. Forging any statement, form, certificate, court or any other document presented to or filed with the Registry;
- c. Making a false or fraudulent statement with regard to the age, sex, markings, breeding, pedigree, ownership or transfer of a horse;
- d. Willfully withholding a Breeder's Certificate or transfer certificate from the legal owner of a horse;
- e. Refusing upon reasonable request to assist the Registry in locating or identifying or answering promptly and truthfully any inquiry concerning a horse or its ancestor which such person owns or controls and which has been registered with the Registry or for which an Application for Registration has been made;

- f. Failure of a stallion owner or manager to supply a Stallion Service Report to the Registry by October 31 of the current breeding season, or making a false statement on the Stallion Service Report;
- g. Falsely representing a horse as a registered horse;
- h. Advertising or entering in any competition a horse registered with the Registry by a name other than that by which it is registered or under the ownership of anyone other than the owner of record.
- i. Refusal of an owner to permit blood typing or DNA testing.
- j. Conviction under federal, state, or municipal law of cruelty, neglect, or other inhumane treatment of a horse, or the judicial confiscation of a horse;
- k. Committing any other act in violation of the Bylaws and Rules of the Registry or not in the best interest of the Registry.

B. PENALTIES

Section 1. Any person found to be guilty of any violation set out in Part A of this Article shall be subject to one or more cumulatively of the following penalties:

- a. Censure. A letter of censure may be entered under such person's name in the Registrar's record of penalties.
- b. Suspension. Such person may be suspended for any period of time from registering or transferring horses or from having any business with the Registry, in accordance with such of the following conditions as the Registry Committee shall impose:
Such person shall not register any horse with the Registry or transfer any registered horse. No horse shall be registered which is either sired by a stallion or out of a mare owned by such person where the breeding date of the horse sought to be registered is during the suspension period. The Registry shall not accept the signature of such person on registration applications or Breeder's Certificates during the suspension period, nor on stallion breeding reports evidencing breeding taking place during the suspension period. Such signature may be honored, however, on registration applications, Breeder's Certificates, Stallion Service Reports, transfer reports, and bills of sale for the purpose of allowing such suspended person(s) to transfer horses recorded in such person's ownership at the time of suspension, provided the transaction is bona fide and not made with the intention of relieving the suspended person of the penalty. Written leases filed with the Registry prior to the time of suspension covering horses owned by the suspended person shall be invalid, and the signature of the lessee shall be accepted during the term of such lease for all purposes other than renewal of the lease. During the suspension, failure to comply with such restrictions as may be imposed may constitute grounds for disciplinary action.
- c. A monetary fine in such amount as the Registry Committee shall determine.
- d. Blood typing and/or DNA testing of any or all of the horses recorded in such person's name at such person's expense by a laboratory recognized by the Registry.
- e. Refusal of the Registry to issue registration certificates.
- f. Such other penalty or penalties as the committee deciding the matter shall deem necessary or appropriate.
- g. The Registry Committee may request the Board of Directors of the American

Saddlebred Registry to recommend to the Board of Directors of the American Saddlebred Horse Association that such person's membership in the Association be suspended for such period of time as the Board of Directors of the American Saddlebred Horse Association shall deem appropriate.

Section 2. The Registrar shall notify the Executive Secretary of the Association of the imposition of a penalty on any person and request the Executive Secretary to notify the membership of the Association of such imposition and penalty.

C. HEARINGS

A charge of violation shall be heard and decided by the Registry Committee.

The Registry Committee shall hear charges of alleged violations of the rules in accordance with the procedure set out in Part C. of this Article and, upon finding of violation, may impose one or more of the penalties described in Part B.

The Registry Committee shall keep written minutes of its proceedings, which shall be available to the Board of Directors of the Registry.

Section 1. Charge. A charge of violation may be made by a member of the Association or by a Saddlebred horse's owner, manager, trainer, or agent of an owner, manager or trainer. The charge must be:

- a. In writing;
- b. Signed by the maker;
- c. Addressed to the Registrar of the Registry;
- d. Accompanied by an affidavit setting forth the facts on which the charge is based;
- e. Accompanied by a list containing the names and addresses of any witnesses the maker contends have knowledge of the facts;
- f. Accompanied by copies of any relevant documents in the hands of the maker of the charge;
- g. Accompanied by a filing fee of \$300.00 payable to the Registry. A charge may be made by a Director, officer or employee of the Registry on behalf of the Registry. It must be in writing, signed by the maker and addressed to the Registrar. It must be accompanied by the affidavit, list of witnesses and documents as indicated above. No filing fee shall be paid when the charge is brought on behalf of the Registry.

All charges must state the name and address of the accused and contain a detailed statement of the acts which constitute the alleged violation.

Section 2. Notice of Charge. Within thirty (30) days after receipt of a charge of violation, the Registrar shall refer the charge to the Registry Committee and shall serve a copy of the charge on the accused by personal delivery or by mail, postage prepaid, to the accused's last known address as it appears in the Registry's records. Service shall be deemed to have occurred when a copy of the charge is deposited in the U.S. mail. Within thirty (30) days after such service, the respondent shall file a response to the charge, together with a list of the names and addresses of any witnesses respondent contends have knowledge of the matter and copies of any relevant documents in the hands of the respondent and not supplied by the maker of the charge.

Section 3. Investigation. The Registry may investigate any charge of violation, may intervene in any proceeding and present evidence concerning any charge at its discretion.

Section 4. Administrative Review. After the time for filing the response provided in Section 2 has

expired, the Registry Committee shall undertake a review of the charge to determine whether a hearing shall take place. In the event the Registry Committee determines that a hearing shall not take place, the Registry Committee shall decide the matter on the basis of the materials furnished by the maker and respondent and the results of the investigation, if any, by the Registry and impose whatever penalties it deems appropriate. In the event the Registry Committee decides the matter without a hearing, the Registry may, in its discretion, refund all or a portion of the maker's filing fee. The Registry may refund all or any portion of a filing fee in any event if the Registry believes at its discretion, that it is in the best interest of the purity of the Registry that the Registry pursue the charge. When the Registry Committee decides a matter without a hearing, it shall prepare written findings and conclusions including penalty imposed, if any, a copy of which shall be served on the maker and respondent by the Registrar.

Section 5. Hearing. If the Registry Committee determines a hearing should be held, the Registrar shall serve written notice of the time and place of the hearing. No hearing shall be held less than fifteen (15) days after service of such notice.

Section 6. Attendance. The accused and the maker of the charge may attend the hearing and bring witnesses or present other evidence. The accused and the maker of the charge shall serve on the other and file with the Registry a list containing the names and addresses of all witnesses who will testify on their behalf, at least seven (7) days prior to the hearing.

Section 7. Continuances. All applications for continuance of a hearing shall be in writing, setting

forth the reasons therefore, and shall be filed with the Registrar at least five (5) days prior to the scheduled hearing date. The granting of a continuance shall be at the discretion of the Registry Committee and may be on such terms as the Registry Committee prescribe.

Section 8. Burden of Proof. The maker of the charge has the burden of proof at a hearing.

Section 9. Record. A written record shall be made of each hearing which shall include a statement of findings and conclusions and the penalties imposed, if any. The Registrar shall serve the maker of the charge and the accused with a copy of the findings, conclusions and penalties.

Section 10. Rehearing. A party may request a rehearing upon the discovery of facts not discoverable by due diligence prior to a hearing. Such requests shall be in writing and shall contain a statement of the facts upon which it is based. Rehearing will be granted only at the discretion of the Registry Committee.

Section 11. Appeals. The accused or maker of a charge may appeal any action of the Registry Committee to the Board of Directors of the Registry. The party wishing to appeal must file a written appeal with the Registrar within fifteen (15) days after service upon him or her of the Registry Committee's findings, conclusions, and the imposition of penalty, if any. The written appeal shall be accompanied by a filing fee of \$200.00 made payable to the registry.

The Board of Directors shall review the record of the hearing before the Registry Committee and, based on the record, shall reverse, affirm or modify the action of the Registry Committee. The Board of Directors shall render its decision in

writing and serve a copy of such decision upon the accused.

The Board of Directors may not receive any new evidence of the charge.

Section 12. Temporary Suspension. The Registry Committee or Registrar may temporarily suspend any person against whom a charge has been filed from conducting any business with the Registry for a period not exceeding ninety (90) days or until the charge is reviewed by the Registry Committee, whichever is sooner. The Registry Committee may, at its discretion, extend the suspension for a further period not to exceed ninety (90) days. If the charge involves the validity of information contained on a registration certificate, the owner shall return the registration certificate to the Registrar upon his or her request pending final determination of the validity of the information contained in it.

Section 13. General Notification Procedure. Every notice required under this Part may be served by delivering a copy to the person to be served, either in person or by mail, postage prepaid, to his or her last-known address as it appears on the Registry's records, and upon depositing in the U.S. mail such notice shall be deemed served upon such person.

Section 14. Notice to Members. The Registry will ask the ASHA to publish the names of penalized parties and the penalties imposed in its official publication.

D. APPLICATION OF RULES

The construction or application of the provisions of this Article is governed by the laws of Kentucky.

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