



## **American Saddlebred Registry Rules and Regulations**

*As effective July 3, 2017*

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

### **ASR Mission Statement**

The American Saddlebred Registry (“ASR” or the “Registry”) shall guarantee the purity of the breed through the establishment, maintenance and publication of an accurate register for the recording of pedigrees and the transfers of ownership of the American Saddlebred Horse. The Registry shall, in addition, administer the recognition and prize programs associated with the breed.

### **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 a Registry 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 agrees 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](mailto:saddlebred@asha.net), Web site: [www.saddlebred.com](http://www.saddlebred.com), Hours: 8:00 a.m. – 4:30 p.m., Monday through Friday. This 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 February 1, 2017. Any subsequent rule changes will be published electronically in an American Saddlebred Horse Association publication.*

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**SECTION I. MEMBERSHIP IN ASSOCIATION**

A current American Saddlebred Horse Association (“ASHA” or the “Association”) member may transact business with the Registry. A non-member of the American Saddlebred Horse Association may transact business with the Registry upon payment of a non-member transaction fee per Registry transaction. See Section XI. regarding Fees. Any member or non-member of the 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(s). 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 the name of limited liability company, corporation, partnership or other entity rather than the name of an individual, a “Statement of Signature Authority” form must be filed with the Registry showing the name(s) and signature(s) of all persons authorized to sign business transactions for that entity and the grantor(s) or their heirs or assigns of such signature authority. The signature authority of an individual on a Statement of Signature Authority may be revoked only by a written statement of revocation signed by all of the grantor(s) or their heirs or assigns of the signature authority and filed with the Registry. The revocation may revoke the authority of one or more, or all of the persons granted signature authority. Adding new or additional persons with signature authority requires the execution of a new

Statement of Signature Authority executed by all of the grantor(s) or their heirs or assigns. The removal of one or more of the grantor(s) or their heirs or assigns from a Statement of Signature Authority or the addition of grantor(s) or their heirs or assigns to a Statement of Signature Authority requires the signature of all of the grantor(s) or their heirs or assigns listed on the Statement of Signature Authority currently on file with the Registry. Each time a written statement of revocation of the signature authority for an entity is filed, such statement must be accompanied by a "Certificate of Service" form (in the form prescribed by the Registry), signed by all of the grantor(s) or their heirs or assigns. Authority to sign on behalf of an entity may be granted retroactively, but may not be cancelled retroactively. Effective January 1, 2014, the Registry may only process transactions for entities with an updated Statement of Signature Authority form on file that contains a signed grantor(s) of signature authority signature block.

Joint ("and") signatories listed on a Statement of Signature Authority form requires the signatures of ALL the listed signatories. If joint signatories are listed as "or", then the signature of ONLY ONE of the signatories is required for transfer to an unrelated third party. However, if the transfer is to a party related to either of the joint signatories or if the transfer is to one of the joint signatories, then the signature(s) of all listed signatories being removed are required.

#### **B. PAYMENT OF FEES**

Fees must accompany Registry transactions and are payable by check or money order, in U.S. funds only. Major credit cards are also accepted. The maker of any checks payable to the Registry which is dishonored shall be prohibited from transacting business with the Registry until such check is collected, including a collection fee per dishonored check. See Section XI. regarding Fees. 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. Individuals who repeatedly submit checks that are dishonored or who are otherwise deemed not credit worthy

by the Registry in its discretion may be required to submit a money order, cashier's check or credit card for future Registry transactions. Notice to the customer of this requirement shall be sent by US Postal Service Delivery Confirmation or email. 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 and accepted by the Registry, are exempt from transfer of ownership fees for horses being transferred into their ownership. Therapeutic Riding Clubs must be accredited by the Professional Association of Therapeutic Horsemanship International. 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 make a determination of legal ownership, and therefore, cannot intervene among parties in ownership disputes or any other type of dispute. If the parties cannot resolve the dispute among themselves, they are advised to seek legal counsel. If a dispute of any nature arises among parties, it is the responsibility of the person asserting the claim to obtain and submit documentation satisfactory to the Registry to substantiate and/or enforce the claim. Upon receipt of properly completed and signed documents by all appropriate parties and appropriate fees, the Registry shall process the transaction unless it has received a court order binding upon or other legal documentation satisfactory to the Registry which would prevent the Registry from processing such 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 appropriate transfer forms or affidavits. When the current owner requests assistance from the Registry to obtain these documents, if the Registry elects to so assist an additional fee will be charged for this service. See Section XI. regarding Fees. 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 by the Registry as the person(s) whose name appears as the Recorded Owner on the current certificate of registration. It is recommended that horses not be registered in the name of a minor. The Recorded Owner shall submit to the Registry office all requested relevant information, documentation, and fees applicable to update, change, or notify the Registry of a transaction pertaining to a horse which is currently registered in their ownership. However, if the Recorded Owner, after notice has been sent, has not met the above requirement within 30 days, regardless of reason, the current owner assumes responsibility of obtaining and submitting any and all documentation deemed necessary by the Registry to properly document and record a transaction with the Registry office.

#### **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. See Section V. E. regarding rules for Transfer of Ownership without Signature of Recorded Owner.

#### **H. 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.

#### **I. 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. See Section XI. regarding Fees.

#### **J. INFORMATION REQUESTS**

The Registry shall furnish ownership, pedigree or other information with respect to specific horses when compelled to do so pursuant to a court order binding upon the Registry by a court of competent jurisdiction. The Registry may furnish ownership, pedigree or other information with respect to certain horses in response to requests from recognized registries of other breeds, and requests from other individuals or entities, provided such requests state in writing the purpose of the inquiry and the Registry determines such requests to be reasonable. The Registry shall have no duty or obligation to provide such information or to forward such documentation to any third party.

### **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 Registry.

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 American 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 transfer; 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 in accordance with Section V. C. 3. by the recorded owner of the dam, the authorized agent(s), or lessee of the dam at the time of foaling 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. The owner(s) of the donor mare at the time an embryo is transferred to a carrier mare shall be the original owner(s) of a foal which is the product of assisted reproduction. If an unregistered foal which was produced by embryo transfer has been purchased, the "Unregistered Foal Transfer" form on the registration application must be completed in accordance with Section V. C. 3. by the recorded owner of the dam, the authorized agent(s), or lessee of the dam at the time of embryo transfer in order to register the foal in the name of the purchaser.

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 by their authorized agent(s) at the time of breeding. 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 breeder may assign his/her/its designation as breeder to any person or entity prior to the completion of the foal's application for registration. 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 prizes due the breeder. 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. 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. A Certificate of Approximate Age of Horse form completed by a licensed veterinarian and current photos must accompany the application for registration when the dam is listed on a stallion's stallion service report for more than one breeding season, and foals resulting from those breedings have not been registered by December 31 of their foaling year.

9. The Stallion Service Report filing requirements set forth in Section III.F. must be satisfied.

10. If an unregistered animal has been purchased, the Unregistered Foal Transfer form on the Application for Registration must be completed.

11. It is strongly recommended that color photos be submitted with all Applications for Registration. For any horse with white markings above the knees or hocks (such as pintos), four current color photographs, showing both sides, front and rear, must accompany the Application for Registration. For any Application for Registration not received within 12 months of the foaling date, four current color photographs, showing both sides, front and rear, must accompany the application. For any Application for Registration not completed within 12 months

of the foaling date, four current color photographs, showing both sides, front and rear, must be submitted to the Registry before the foal will be registered.

The following coat colors are recognized by the American Saddlebred Registry: black, brown, bay, chestnut, gray, palomino, buckskin, pinto (white with any other recognized color either in Tobiano, Sabino, or Overo patterns), roan (red, blue, or bay), champagne (classic, sable, amber, gold), dun (red, yellow, or blue), silver (black or bay), cremello, perlino, smoky cream, white and albino. Two words may be used to describe a horse's color, such as "dark bay" or "liver chestnut." Coat color testing is available. If the color listed on an application for registration does not correspond with the photographs received, the Registry may require coat color testing at the owner's expense.

12. Many competition programs, including all ASR affiliated futurities, require Application for Registration of nominated foals to be postmarked no later than December 31 of the foaling year. Weanlings must be registered to show in weanling futurity classes.

13. Any and all other information requested by the Registry shall be supplied.

## **B. CONDITIONAL REGISTRATIONS**

The Registry may issue a conditional registration number to the owner of an unregistered foal as identified on a properly completed registration application in the following circumstance: 1. When required parentage verification procedures to issue a permanent registration certificate are incomplete and; 2. Provided that such application with the correct fee has been submitted to the Registry and all other requirements for registration are met. See Section XI. regarding Fees.

Conditional registrations are valid for six months. ASR will not record any further transactions concerning this animal as long as the registration is conditional. A \$50 reactivation fee may be charged for conditional registrations where the DNA kit and hair sample are submitted to the DNA testing lab more than six months after the conditional registration is issued. 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 AMERICAN SADDLEBRED REGISTRY**

The Registry currently recognizes the registries of ASHA of Canada, the Saddle Horse Breeders' Society of South Africa and the formerly recognized ASHA of Australia 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 be eligible for registration with the Registry upon meeting the following requirements:

a. If the horse has been imported to the United States.

b. If the registration certificate from the approved foreign registry has been submitted to the Registry and includes 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.

c. If 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.

d. 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.

e. The applicant has filed with the Registry an export certificate, if issued, signed by the proper authority of the approved foreign registry.

- f. The sire and dam of the imported horse must be listed in the stud book of the original foreign source registry.
- g. 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.
- h. The registration fee for imported horses must be paid. See Section XI. regarding Fees.
- i. 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.
- j. The certificate from the foreign registry will be kept on permanent file until such time as the horse has been exported from the U.S. In such case, the ASR registration certificate must be returned to the Registry before the foreign registry certificate will be released to the recorded owner.

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 completed, 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. See Section XI. regarding Fees.
- e. Stallion's pedigree is on record with ASR.

**D. REGISTRATION OF HORSES WHOSE SIRE AND/OR DAM ARE REGISTERED WITH AN APPROVED FOREIGN REGISTRY.**

1. A horse whose sire and dam are registered American Saddlebreds with a current or former

approved foreign registry or with ASR may also become eligible for registration with the Registry upon meeting the following requirements:

- a. An Application for Registration on a form provided by the Registry has been completed, signed by the applicant, and filed with the Registry along with the proper fees. See Section XI. regarding Fees.
- b. Documentation of DNA testing for the sire and dam (as determined by a laboratory approved by the Registry) have been placed on permanent record with the Registry and the foal qualifies with full parentage through DNA testing.
- c. A valid Stallion Service Report and/or or Breeder's Certificate must be submitted.
- d. A copy of the registration certificates or pedigrees for the sire and dam from the approved foreign registry have been submitted to the Registry.

**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 a 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 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 is mandatory for all horses for which an application is submitted. 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, subject to approval by the Registry in its sole and absolute discretion.
- 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, DNA testing or any other testing, information or other examinations at the owner's expense of any horse whenever evidence or other information is received suggesting or calling into question the correctness of the parentage listed for such horse or any other information provided in the registration certificate of such horse, or the Registry may conduct blood typing, DNA testing or any such other examinations at its own expense and under its own supervision in such circumstances.

6. The Registry may from time to time conduct blood typing, DNA testing or other examinations of horses selected by the Registry on a random basis or based on such other factors as the Registry may determine in its discretion from time to time. 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 blood typing or DNA information as to specific horses when compelled to do so pursuant to a court order binding upon the Registry by a court of competent jurisdiction. The Registry may furnish blood typing or DNA information as to specific horses in response to, requests from other recognized breed registries, and requests from other individuals or entities, provided such requests state in writing the purpose of the inquiry, and the Registry determines such request to be reasonable.

## **F. STALLION SERVICE REPORT**

a.) Requirements for Filing a 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. For stallions located in Southern Hemisphere countries, the deadline is April 30<sup>th</sup>. For stallions where ownership has changed during the breeding year or where frozen semen with ownership rights has been retained,

a separate stallion service report must be submitted by each ownership entity.

The following Information shall be included:

1. Registration number and name of each mare bred;
2. Name of each mare owner;
3. All dates each mare was bred; each mare must be listed separately for each embryo.
4. a. Method of service:
  - transported semen (frozen or fresh cooled)
  - natural cover
  - artificial insemination
  - pasture breeding and dates each mare was confined with stallion
- b. Signature Requirements:

The Stallion Service Report must be signed by the stallion owner(s) at the time of breeding or by their authorized agent(s).
- c. Penalties.

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

Any foals produced by the stallion and owned by the stallion owner and/or authorized agent bred in the breeding season for which the Stallion Service Report was not filed will not be eligible for registration until the Stallion Service Report has been filed for such breeding season with the Registry and the collection fee paid. See Section XI. regarding Fees. See Section XIII.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. Prior to registration, and at any time thereafter, the Registry may require the owner of any horse to provide proof of age in form and



substance satisfactory to the Registry, or the Registry may, in its discretion, elect to perform such tests or other examinations on any such horse, at its expense or at the expense of the owner to verify the age of the horse.

## **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 and which is approved by the Registry. 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. Adding "A", "An" or "The" to an existing name (effective 7/9/12) or removing "A", "An" or "The" from an existing name (effective 11/1/14) is judged to be too similar. The Registry may consider waiving this requirement for horses with the same or similar names with a foaling date of 40 years or more prior that do not have registered progeny and are not Saddlebred Record (CH), Broodmare Hall of Fame, World Champion or Reserve World Champion horses.
2. The name may not exceed 35 characters, including letters, spaces and punctuation.
3. It is recommended that three name choices 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 twelve (12) months. A fee will be assessed for each name reservation. See Section XI. regarding Fees.
7. Name choices are not required at the time of application for registration. Owners may

choose to name their horse at the time the application is submitted for no additional fee by providing name choices on the application for registration form. It is recommended that three name choices be provided on the application form in order of the owner's preference. If the requested names are not available, the owner will be contacted to supply new options. However, if no name choices are listed on the application at the time of submission, the American Saddlebred Registry will complete the registration process (registration number will be assigned) provided all other requirements for registration are met. Owners of unnamed "registered" horses will be required to submit a Name Claim form along with a Name Claim fee before the Certificate of Registration will be issued. Registration certificates will only be issued for those horses that have officially claimed names. The American Saddlebred Registry will not record any further transactions concerning an unnamed animal until a name has been officially claimed. See Section XI. regarding Fees.

## **I. ARTIFICIAL INSEMINATION**

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

## **J. TRANSPORTED SEMEN**

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 provided that the Registry must receive notification signed by a licensed veterinarian within 30 days of the death or castration of the stallion and a statement 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 XIII. See Section IV. G. & H.

#### **K. ASSISTED REPRODUCTION**

For purposes of these Rules, "assisted reproduction" refers to any process by which an embryo 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 transfer 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 for a foal subject to assisted reproduction 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 is transferred to a carrier mare shall be the original owner(s) of a foal which is the product of assisted reproduction. If an unregistered foal which was produced by embryo transfer has been purchased, the "Unregistered Foal Transfer" form on the registration application must be completed in accordance with Section V. C. 3. by the recorded owner of the dam, the authorized agent(s), or lessee of the dam at the time of embryo transfer in order to register the foal in the name of the purchaser.
6. Any party using embryo transfer shall furnish to the Registry a signed statement certifying the date of the transfer, which statement shall contain the veterinarian's contact information. The certification shall accompany the application for registration of the horse. The

Registry is authorized to contact such person or the facility where the embryo transfer was performed, concerning the embryo transfer.

#### **L. CLONING**

Until the American Saddlebred Registry Board of Directors is satisfied that it has gained a comfortable level of scientific knowledge and assurances that specific technical 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.

### **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: (See Note below)

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.
3. If the horse's name includes a registered farm name, written permission from the owner(s) or authorized agent(s) of the farm is required to remove a registered farm name as a prefix from the horse's registered name. Otherwise the horse's name may be changed but the registered farm name will remain as a prefix as part of the name. See Section IX. Registered Farm Names.

Note: If a horse has had a name change, subsequent owners may reregister the horse by either 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 color photographs of the horse, showing front, rear and both sides. See Section XI. regarding Fees.

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. See Section XI. regarding Fees.

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 and such other documentation, tests, evidence or other information 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. See Section XI. regarding Fees. 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 blood typing, DNA and/or other 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 where any information upon which it is based should be found inaccurate. In any 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 OR CORRECTION OF THE DATE OF TRANSFER**

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 color 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.

## **E.2. MARITAL OR OTHER NAME CHANGES OF INDIVIDUALS**

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. See Section XI. regarding Fees.

## **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 shall 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 or the owner's authorized agent(s) indicating the date of death, registered name and registration number of the deceased horse shall be sent to the Registry office.

## **I. RIGHT TO CANCEL CERTIFICATE**

All 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). Anything in these rules to the contrary notwithstanding, the Registry 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. 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**

### **SECTION a.**

In order to record transfer of ownership of a registered American Saddlebred, one party must be a current ASHA member in good standing or a non-member transaction fee must be paid. For back transfers, this provision only applies to one party on any of the transfers submitted for a particular horse. See Section XI. regarding Fees.

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;
  - c. Required fees. See Section XI. regarding Fees. Important: Transfers shall be completed and signed by the seller or the seller's authorized agent(s). Erasures or alterations will void the transfer; and
  - d. Such other information as the Registry may request.
2. If jointly registered, e.g., "Mr. AND Mrs. Smith," the signatures of BOTH owners (or their authorized agent(s)) 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(s)) is required for transfer to an unrelated third party. However, if the transfer is to a party related to either of the joint owners or if the transfer is to one of the joint owners, then the signature(s) of all recorded owners being removed (or their authorized agent(s)) are required. For the purposes of transfer of ownership, "related" is defined as: a transferee (buyer) shall be considered a party related to a joint owner (seller) if the buyer is an entity in which the seller has an ownership interest; or the buyer is an entity that the seller has signature authority for pursuant to a Statement of Signature Authority form filed with the Registry.

3. For animals not yet registered, transfer endorsement completed in the handwriting of the seller (or the seller's authorized agent(s)) is to be made on the Unregistered Foal Transfer Report on the Application for Registration form. If the Unregistered Foal Transfer Report is completed within 12 months of the foal's birth, there is no charge for transfers made prior to the registration of the horse. If, however, the Unregistered Foal Transfer Report is not completed and filed with the Registry within 12 months of the foaling date, an unregistered foal transfer fee must be paid for each unregistered foal transfer report. See Section XI. regarding Fees.

4. If a stallion is sold and the seller retains frozen semen with ownership rights, a contract of sale or statement of the parties must be filed with the registry verifying that the seller has authority to sign breeder's certificates and stallion service reports for foals conceived by the use of retained frozen semen. The contract must include the signatures of the buyer and the seller or their authorized agents. ASR Procedure to Record Transfer of Ownership Section V. C. 1 requires the original Certificate of Registration. Refer to Section IV. B. if the original certificate has been lost or destroyed. Refer to Section II. E. regarding sale or disposal without the Certificate of Registration. ASR rules regarding transfer of ownership must be followed in order to record a

change of ownership when the Certificate of Registration is unavailable.

#### **SECTION b.**

#### **TRANSFER OF FROZEN SEMEN**

If frozen semen is sold with ownership rights, a Transfer of Frozen Semen form must be filed with the registry verifying that the buyer has authority to sign breeder's certificates and stallion service reports for foals conceived by the use of the purchased semen. The form must include the signature(s) of the seller(s) or their authorized agent(s) and must include the number of breeding doses purchased. See Section XI. regarding Fees.

#### **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(s), 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(s). 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. See Section XI. regarding Fees.

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(s) 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.

5. If the seller elects to retain the registration certificate and does not sign a transfer of ownership form, the recorded owner of the horse may not be changed without a court order or satisfactory proof of authority for the transfer.

#### **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.
2. Payment of applicable fees; and
3. Any other requirements which may be defined or required by the Registry in special situations.

A special transfer of ownership fee will apply for five or more transfers submitted at one time where ownership is being transferred to the legal heir(s) of a deceased recorded owner or where ownership is being transferred into a Trust or Limited Liability Corporation and the owner(s) are still the same people. See Section XI. regarding Fees.

4. If ownership of a registered American Saddlebred is conveyed: (i) pursuant to an auction that was not authorized by the American Saddlebred Registry, (ii) pursuant to the seizure by a governmental agency pursuant to legal process or (iii) pursuant to a legal adoption by a nonprofit rescue organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code; and if the chain of ownership with respect to such registered American Saddlebred is broken with transfer signature(s) being unavailable, upon

completing and submitting to the Registry appropriate application documentation (that includes the name of the organization and the color, sex, and markings of the horse, if the registered name is not listed), proof of horse identity (DNA or blood typing), payment of fees in full, and such other information as the Registry may from time to time, in its discretion request, the Registry will notify the last recorded owner of such horse.

The notification shall be delivered to the last recorded owner at such owner's address on file with the Registry by registered mail, return receipt requested. The notification shall notify such owner that ownership of the horse has been conveyed, the acquirer has requested that a duplicate registration certificate be issued and/or the transfer of ownership to the acquirer be recorded with the Registry and request that such owner consent to the issuance of the registration certificate and recording of the transfer of the horse to the acquirer. The notification shall further provide that if the owner fails to respond to the notification, the Registry may issue a duplicate registration certificate and record such transfer on its books and records.

In the event the last recorded owner fails to respond within 30 days of the date of the first notification or if the letter is returned as undeliverable, the Registry shall send a duplicate letter to the last recorded owner. In the event the last recorded owner fails to respond to the second letter within 30 days of the date of the second letter or if the letter is returned as undeliverable, the Registry may, in its discretion and taking into account such factors as it deems appropriate in its discretion, issue a duplicate registration certificate for such horse and record the transfer of such horse to the acquirer. Any acquirer requesting the issuance of a duplicate certificate and recording of a transfer under this Section agrees, prior to any action by the Registry, to provide the Registry any and all information requested by the Registry with respect to the horse and the transfer of the horse. The Registry reserves the right, in all circumstances, to refuse to issue any duplicate certificates or record the transfer of any horse under this Section. The Registry may convene the Registry Committee to decide

whether to issue any duplicate certificates and record transfers under this Section.

In the event the Registry elects to issue a duplicate certificate and record the transfer under this Section, the acquirer agrees to indemnify, defend and hold harmless the Registry, its officers, employees, agents, representatives directors, successors and assigns from and against any and all claims, causes of action, losses, liabilities, damages, fees and expenses (including attorneys' fees) of any kind with respect to the issuance of such duplicate certificate and recordation of the transfer of such horse to the acquirer. See Section XI. regarding Fees.

## **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 shall 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. NOTATION OF SECURITY INTEREST OR LIEN**

The Registry shall use commercially reasonable efforts to note in its internal files evidence of a security interest, judicial or other lien or a release of a security interest or lien potentially affecting a horse registered with the Registry

that may from time to time be provided to the Registry. The Registry shall have no duty, however, and specifically disclaims same, to: (1) take any steps to publicly record such documentation; (2) forward such documentation to any third party; (3) review such documentation for accuracy, effectiveness, compliance with law, perfection, or priority; (4) confirm the accuracy of any facts or statements of law reflected in such documentation; or (5) take any action whatsoever with respect to such documentation. The Registry cannot provide legal advice, explanation, opinion or recommendations to any person regarding such security interest or lien documentation.

## **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 in accordance with the terms of the lease. Enforcement against the lessee of limitation on use of the horse is solely the responsibility of the lessor.

### **B. CERTIFICATE OF ELIGIBILITY TO SHOW**

United States Equestrian Federation and the 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 four current color photographs of the horse are required; identification by blood typing or DNA testing may also be required at the Registry's discretion. Certificates of Eligibility to Show approved by the Registry Committee are not subject to annual renewal as indicated under 5. below. If the horse in question is sold, the buyer may apply for a new Certificate of Eligibility to Show in his/her name. This would also be subject to approval by the Registry Committee.

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. Otherwise, Certificates of Eligibility to Show expire on November 30<sup>th</sup>, the last day of the U.S. Equestrian Federation competition year, and a new application form and fee must be submitted to the Registry to be effective for the next U.S. Equestrian Federation competition year.

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. 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 fee has been made for the registration of the farm name. See Section XI. regarding Fees. 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. Once a farm name has been registered, the Registry will recognize no other user except the registrant.
4. If a horse's name includes a registered farm name, written permission from the owner(s) or authorized agent(s) of the farm is required to remove a registered farm name as a prefix from the horse's registered name. Otherwise the horse's name may be changed but the registered farm name will remain as a prefix as part of the name.
5. Such other information requested by the Registry is provided.

### **SECTION X. 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 ASHA 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. Each person or entity who provides information to the Registry represents, warrants and certifies that such information is correct in all material respects and each such person shall indemnify, defend and hold harmless the Registry, ASHA and its officers, directors, employees, agents, contractors and representatives from and against any and all claims, damages, expenses, fees (including attorneys' fees) and losses resulting from the Registry's use of such information.

### **SECTION XI. FEES REGISTRY TRANSACTION FEES**

#### **Registration Fees**

Birth up to 6 months	\$45.00
6 months up to 12 months	\$65.00
12 months up to 24 months	\$200.00
24 months and over	\$300.00

#### **Naming Fees**

Name submitted on the application for registration form at the time of submission or after submission and prior to the registration number being officially assigned by the Registry

Free  
 Name Claim submitted by February 1 of the foal's two-year-old year \$25.00  
 Name Claim submitted after February 1 of the foal's two-year-old year \$250.00

**Transfer of Ownership Fees**

Within 30 days of sale \$65.00  
 Late fees – after 30 days \$10.00 per month to a maximum of \$200.00

Transfer of ownership fee for five or more transfers submitted at one time where ownership is being transferred to the legal heir of a deceased recorded owner or where ownership is being transferred into a Trust or Limited Liability Corporation and the owner(s) are still the same people  
 \$15.00 per transfer

Unregistered Foal Transfer Fee \$65.00  
 (If not filed with the Registry within 12 months of the foaling date)

Back Transfers \$65.00  
 (Transfer of ownership previously not recorded)

Transfer of Frozen Semen \$65.00  
 (With ownership rights)

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

Certificate Correction and Replacement Fees for five or more certificates at one time for marital or other name changes of individual owners \$15.00 per certificate

Defaced Certificates \$25.00

Duplicate Certificate \$50.00

Change of Registered Name \$250.00  
 (Allowed only once)

Cancellation of Certificate \$50.00

Reissuance of Certificate \$35.00

Lien/Security Interest Investigative Fee \$150.00

Staff assistance with updating Chain of Ownership for horse. See Rule. V. E. 4. \$100.00

(Also requires DNA/Blood typing test fee and Transfer of Ownership fees)

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 31 days & over \$100.00

Collection fee for dishonored check \$25.00

Filing of a Charge \$1,000.00

Filing of an Appeal \$200.00

**OTHER REGISTRY TRANSACTION FEES**

Non-Member Transaction Fee \$50.00

Blood Typing and DNA conversion \$250.00  
 (Stallions, Mares, Geldings, Foals)  
 This fee includes the cost of the kit, postage, blood typing and conversion to DNA. Staff costs will be donated.

DNA testing \$50.00  
 (Stallions, Mares, Geldings, Foals)

Parentage Confirmation using DNA Results from Foreign Labs \$25.00

Blood Typing Conversion of Frozen Serum to DNA \$50.00

Additional DNA kit \$25.00  
 (for the same horse)

Additional Blood-typing kit (for the same horse) \$25.00

Priority DNA Processing \$100.00

Identity Test for an Exact Match of DNA Type \$100.00 (Search of database. Registry makes no warranty horse will be identified)

Adding pedigree of mare or stallion registered with an approved foreign registry to database \$75.00

Embryo Transfer Certification \$50.00

Breeder Designation fee (optional) \$50.00

Color Testing \$40.00

Certificate of Eligibility to Show \$50.00

Recording of a Lease \$50.00

Farm/Stable Name Registration \$1,000.00

Name Reservation (for 12 months) \$50.00

**Special Services**

Priority handling (RUSH Service) \$100.00

Reactivation fee \$50.00 (for transfers & applications for registration that have been cancelled or withdrawn and the owner wishes to reactivate the transaction)

Staff Research \$75.00 per hour This may include, but is not limited to, researching the possible identity of a horse; extensive research requested which may include information requested by subpoena or research requested when investigating a lien or security interest.

Processing Fee to be retained by ASR when a transaction is cancelled within 12 months of receipt of form and fees. \$25.00

DNA Processing Fee to be retained by ASR when a DNA kit is cancelled within 12 months of the date the kit was ordered and a sample has not been submitted to the lab \$15.00

**Mail**

Certified mail \$10.00

Express mail \$20.00

**FEES FOR REGISTERING IMPORTED HORSES FROM AN APPROVED FOREIGN REGISTRY**

Imported Horses \$150.00

Adding pedigree of mare or stallion registered with an approved foreign registry to database \$75.00

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 6 months \$45.00  
6 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 XII. FORMS  
GUIDE TO REGISTRY OFFICE FORMS**

*Application for Registration (Section III. A.)* 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 (Section III. F.)*  
Due on or before October 31 of the current breeding season; collection fee for late filing.  
Use to record all mares bred to a stallion during a specific year's breeding season.

*Transfer Report (Section V. C.)*  
Use to transfer ownership of a registered horse.

*Transfer of Unregistered Foal (Section III. A. 6.)*  
Use to transfer an unregistered foal; available as part of the Application for Registration.

*Affidavit for Lost/Destroyed Certificate of Registration (Section IV. B.)*  
Use to replace a lost or destroyed certificate.

*Application for Certificate of Eligibility to Show (Section VIII. B.)* Permits someone other than the recorded owner (by lease or purchase contract agreement) to show a horse.

*DNA Test/Conversion form (Section III. A. 1.)*  
Use to obtain a DNA kit/conversion.

*ASHA Membership Application (Section I.)*  
Use to apply for ASHA membership.

*Statement of Signature Authority (Section II. A.)*  
Use to authorize a signature other than that of the recorded owner for Registry transactions.

*Application for Exclusive Use of Farm Name (Section IX.)* Required for use of farm name as prefix for horses' names.

*Name Reservation Form (Section XI.)*  
Use to reserve names for foal registration.

*Breeder Designation (Section III. A. 7.)*  
*Optional form to assign someone other than the owner of the dam as the breeder.*

*Statement of Frozen Semen (Section V.C.)*  
*Optional form to notify Registry that stallion owner is retaining frozen semen with ownership rights*

*Name Change Request (Section IV.)*  
*Use to request name change of a registered horse.*

*Notice of Lease Agreement (Section VIII.)*  
Use to notify Registry of lease of horse

*Statement of Signature Authority (Section II.)*  
Use to grant authority to execute Registry documents and forms on behalf of grantor of authority

*Report of Deceased Horse (Section IV.)*  
Use to report death of registered horses

*Reporting the Castration of Stallion (Section IV.)* Use to report castration of registered stallion

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

## **SECTION XIII. 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:

- Changing a Certificate of Registration;
- Forging any statement, form, certificate, court or any other document presented to or filed with the Registry;
- Making a false or fraudulent statement with regard to the age, sex, markings, foaling State or Country, breeding, pedigree, ownership or transfer of a horse;
- Knowingly withholding a Breeder's Certificate or a Stallion Service Report when the stallion service fee has been paid or knowingly withholding a transfer certificate from the legal owner of a horse;
- 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;
- 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 Director of the Association of the imposition of a penalty on any person and request the Executive Director 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, along with all pleadings, documents and transcripts of

proceedings, which shall be available to the Board of Directors of the Registry.

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

- a. In writing;
  - b. Signed by the person making the complaint with name and address provided;
  - c. Addressed to the Registrar of the Registry;
  - d. Accompanied by a plain statement setting forth the facts on which the charge is based and the specific rules alleged to be violated;
  - e. Accompanied by a list containing the names and addresses of any witnesses the person making the complaint contends have knowledge of the facts;
  - f. Accompanied by copies of any relevant documents in the hands of the person making the complaint;
  - g. Accompanied by a filing fee payable to the Registry; See Section XI. regarding Fees.
  - h. Received by the Registrar by the thirtieth (30<sup>th</sup>) day following the date on which the alleged violation occurred or was discovered.
- A charge may also be made by a Director, officer or employee of the Registry on behalf of the Registry. It must be in writing, signed by the person making the complaint and addressed to the Registrar. It must be accompanied by the plain statement, list of witnesses and documents as indicated above. No filing fee shall be paid when the charge is brought on behalf of the Registry. Charges brought on behalf of the Registry must be received by the Registry within a reasonable time.

**2. Notice of Charge.** Within thirty (30) days after receipt of a properly-filed charge of violation, the Registrar shall refer the charge to the Registry Committee and shall serve a copy of the charge and accompanying materials on the subject of the complaint by personal delivery or by mail, postage prepaid, to the subject of the complaint'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 person making the complaint. The Registrar does not have to give the notice outlined above with regard to a charge that fails to comply with the requirements set forth in Section XIII(C)(1).

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

**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 person making the complaint 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 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 a written ruling that includes its conclusions and any penalty imposed, a copy of which shall be served on the person making the complaint and respondent by the Registrar.

**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. All hearings shall be conducted before a quorum of the Registry Committee. For purposes of a hearing under this section, a

quorum shall constitute three members of the Registry Committee.

**6. Attendance.** The subject of the complaint and the person making the complaint may attend the hearing and bring witnesses or present other evidence. The subject of the complaint and the person making the complaint 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. The parties shall copy one another on all documents and evidence sent to the Registry Committee.

**7. Continuances.** All applications for continuance of a hearing shall be in writing, setting forth the reasons that good cause exists for a continuance, and shall be filed with the Registrar at least five (5) days prior to the scheduled hearing date. Motions for continuance will only be granted at the discretion of the Registry Committee (or the Board of Directors in the event of an appeal under Section XIII(C)(12)) for good cause shown.

**8. Burden of Proof.** The person making the complaint has the burden of proof by a preponderance of the evidence.

**9. Record.** A written ruling shall be made after each hearing which shall include the Registry Committee's findings of fact, conclusions and the penalties imposed, if any. The Registrar shall serve the person making the complaint and the subject of the complaint with a copy of the written ruling.

**10. Verbatim Transcript**

The Registry may make a verbatim stenographic transcript of the hearing. Any party may arrange for a transcript through the Registrar in advance of the hearing and one will be ordered for them and the Registry at the expense of the party or parties requesting the transcript. If a transcript is ordered, it becomes part of the official record of the proceeding, cannot be cancelled after the hearing is held, and must be paid for by the requesting party or parties. If the Registry itself requests and

arranges for the transcript, copies will be provided by the Registry to a requesting party or parties only upon payment by the party or parties to the Registry of the cost to the Registry of the transcript.

**11. 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, shall contain a statement of the facts upon which it is based and shall be submitted within 10 days of the receipt of the ruling. Rehearing will be granted only at the discretion of the Registry Committee.

**12. Appeals.** The subject of the complaint or the person making the complaint 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 written ruling. The written appeal shall be accompanied by a filing fee made payable to the Registry, and shall specify the specific reasons for the appeal and the relief sought. See Section XI. regarding Fees. The Board of Directors may not receive any new evidence. All appeals shall be heard by a quorum of the Board of Directors. If a majority of the Board of Directors hearing the appeal finds that the written findings of fact contained in the written ruling were not based on substantial evidence, or that the Registry Committee's interpretation of the rules of the Registry is clearly erroneous or that the Registry Committee otherwise abused its discretion, the Board of Directors may modify or reverse in whole or part the written ruling, or may remand the matter to the Registry Committee for further proceedings consistent with the Board of Directors' decision on appeal. Otherwise, the Board of Directors shall affirm the written ruling and deny the appeal. The Board of Directors shall render its decision in writing and serve a copy of such decision upon the parties to the appeal. For purposes of an appeal under this subsection, a quorum shall consist of three members of the Board of Directors of the Registry. In the event a

quorum cannot be convened, the Board of Directors may by majority vote appoint panel members to sit for that appeal.

**13. 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 from the filing of the charge 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.

**14. 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. It is the duty of each person to be served to ensure that his or her correct address is contained in the Registry database.

**15. Notice to ASHA 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.

**E. 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.

**XIV. REGISTRY INFORMATION**

Notwithstanding anything contained herein to the contrary, any person transacting business with the Registry with respect to the registration or other Registry transaction of any American Saddlebred horses, shall, upon request by the Registry, provide the Registry with any and all information, documentation, evidence and any other items requested by the Registry. In addition, all such parties shall cooperate with the Registry in any investigations, examinations, tests or other procedures conducted by the Registry on any registered horses or with respect to any registered horses or any persons transacting business with the Registry. Any person failing to abide by the provisions of this Section shall be in breach of these Rules and Regulations and subject to the sanctions contained herein.