

2009

IOWA PAINT BREEDER'S FUTURITY RULES

Effective for IPBF Futurity Foals Born in 2010

(Revised by IPHC Board of Directors July 31, 2008)

I. FUTURITY COMMITTEE

- A. The Futurity Committee shall consist of at least three (3) members, one of which shall serve as the secretary. The IPHC President will appoint all Breeder's Futurity committee members, but the appointment(s) must be approved by the IPHC Board of Directors.
- B. The Futurity Secretary will maintain a list of eligible horses, along with a record of payments of nomination and sustaining fees and will be accountable to the Iowa Paint Horse Club (IPHC) Board of Directors.
- C. The Iowa Paint Horse Club Treasurer will maintain financial records and an accounting of Futurity income, expenses and disbursements.
- D. The Futurity Committee reserves the right to make decisions on the requests for reclassifications, substitutions, and/or refunds. In the case of an unusual request or circumstance, the Futurity Committee will present the request to the IPHC Board for their consideration, and their decision will be final.

II. RESPONSIBILITIES OF THE FUTURITY PARTICIPANTS

- A. It is the responsibility of all IPBF participants to know and abide by all the Rules as published.
- B. Failure to meet Futurity responsibilities (membership, payment schedule, etc.) will disqualify nominated horse and all payments will be forfeited.

III. GENERAL RULES

- A. All futurity eligible horses must be registered with the APHA, either as regular or breeding stock. Both regular registered and breeding stock futurity-eligible horses will be shown together in the same class. ORIGINAL REGISTRATION PAPERS must be presented and matched to the horse before showing.
- B. There can be no substitution for any horse entered in the Futurity. In the case of withdrawal from competition, disqualification, or death, all fees paid are forfeited and shall remain in the Futurity fund to be distributed as purse.
- C. Both owner and exhibitor of Futurity entry must be current IPHC members. Exhibitor must be the same under all judges. All IPHC rules will apply.

- D. The exhibitor of each futurity entry, unless he or she is the registered owner of said entry or member of the immediate family, as defined by the APHA, must have been an exhibitor in the Iowa Paint Horse Club-approved shows (excluding the futurity show) a minimum of three (3) times during the current year. Refer to APHA rules of ownership.
- E. Each Futurity entry will be charged an office fee the day of the show. It is the responsibility of the owner or exhibitor of each entry to complete the entry, fill in the exhibitor's name, sign the form and pay the office fee and any other monies owed for that entry.
All weanlings must be checked in and entries paid before the split cut-off. Other age divisions must have entries paid before entering their class.
It is also the responsibility of the owner and exhibitor to verify current membership and qualification of the exhibitor (Refer to III-C and D).
- F. Any and all premiums earned will be mailed to owners as soon as administratively possible, provided all rules and responsibilities have been met.
- G. Social Security number of the person receiving premium must be presented to Futurity Secretary and premium earned will be reported to IRS in accordance with current laws.
- H. All entries are subject to APHA rules. Any violations of APHA rules will result in disqualification and forfeiture of any monies earned. Owners or exhibitors found in violation of APHA rules may automatically be subject to testing at following futurities.
- I. If the class is required to show two goes, the number of paybacks will be determined by the number of entries judged in the first go. Horse must be shown by the same exhibitor in all goes entered. Entry is NOT required to show in both goes.
- J. All specific deadlines set within these rules will be enforced, **NO EXCEPTIONS.**

IV. FUTURITY AUCTION

- A. The IPHC Board of Directors and/or the IPBF Committee reserves the right to refuse any stallion service donated. Each stallion's service may be donated only once.
- B. The minimum bid requirement at Auction, per stallion service, will be \$175 or ½ of the advertised fee plus \$25, whichever is greater. Payment is due day of Auction.
- C. No "Private Treaty", "Chute Fee", or "Futurity Only" service accepted. "Futurity Only" refers to

a special price other than their usual advertised fee. If a shipped semen permit is held on a stallion shipped semen must be available for futurity breeding's purchased in this auction.

- D. Phone-in bids accepted in the case of emergency, as determined by the IPHC Board of Directors and/or the IPBF Committee. Prior arrangements must be made by contacting an IPBF committee member. The IPHC Board of Directors and/or the IPBF Committee are not responsible for technical communication issues.
- E. Owners of stallions whose donated service sells at auction, or by way of late purchase, may nominate up to two (2) mares. Payment requirement per each mare nominated is the same as the minimum bid requirement (a minimum of \$175 per mare or ½ of the advertised fee PLUS \$25 per mare, whichever is greater) and must be paid and postmarked on or before **December 1** of the year service was donated. **Stallion Owner Authorization** must accompany any mare nominations sent in by person other than the stallion owner when using the stallion owner nomination option.
- F. Owners of stallions wishing to guarantee sale of his stallion's service at auction must have payment equal to or greater than the minimum bid requirement into the Futurity Auction office prior to the commencement of the Auction. Payment will be returned if a greater bid is obtained at auction.
- G. "NO SALES" (stallion services which do not sell at auction) may be purchased at \$100 over the minimum bid requirement (Refer to IV-B) postmarked no later than June 1st after the auction date. Earliest postmark will determine the buyer if more than one late purchase is made on the same service. Stallion donor will be notified by Futurity Secretary in the case of late purchases and Futurity forms will be forwarded to both donor and purchaser.
- H. Stallion owners whose donated services are not sold either at auction or by way of late purchases are not eligible for any mare nominations.
- I. A Futurity packet containing all forms, rules, and other materials for continuance in the Futurity will be available at the Futurity Office the day of the Auction. It is the responsibility of each service donor and/or service purchaser to acquire these forms. In

the case of absent donor or purchaser on the day of the Auction, these packets will be mailed following the Auction.

V. PAYMENT OF FEES

- A. Auction Purchases are due day of Auction and are payable to Iowa Paint Breeder's Futurity.
- B. In case of a Void purchase check, stallion owner will be notified and given 30 days within which to purchase the fee at a minimum of \$175 or ½ of advertised fee PLUS \$25, whichever is greater, to stay eligible in the Futurity.
- C. Any and all "Insufficient Funds" checks will be automatically re-deposited. If returned a second time, the purchase, entry, nomination, sustaining payment, membership, etc. will become null and void (Refer to II-B).

VI. NOMINATION OF MARES

- A. All mare nominations must be returned to the Futurity Secretary postmarked on or before **December 1st** of the year the service was purchased. Late mare nominations will be accepted only with a \$100 late fee if postmarked on or before December 31st of the same year. **The futurity committee recommends sending mare nominations by certified mail accompanied by a self addressed stamped envelope.**

VII. USE OF SERVICE, RETURN PRIVILEGES, RECLASSIFICATIONS, REFUNDS

- A. Service must be used in the year purchased or donated.
- B. Any request for consideration of reclassification, refund or substitutions must be made in writing, stating mare's name and stallion's name, reason for request and include a written veterinary statement to be sent to the Futurity Secretary, postmarked on or before **July 1st** of foaling year.
- C. Nominated mares that did not become pregnant, or produce a live, viable foal will be reclassified and allowed a return service only one time and only the year after purchase. Monies from this service fee will also be moved with the resulting foal to the year of eligibility.
- D. Nominated mares producing a lethal white foal as verified by written veterinary statement will be reclassified or owner may request a substitution of a different mare to be bred to the same stallion to be reclassified. Monies from this service fee will be moved with the resulting foal to the year of eligibility.
- E. In the event of the death of a stallion, or should the stallion be sold or moved from the location

stated on the contract, a written statement must be sent to the Futurity Secretary, postmarked on or before **July 1** of the foaling year of eligibility.

- F. Should other circumstances arise, a written statement with supporting documentation must be sent to the Futurity Secretary, postmarked on or before July 1 of the foaling year.
The IPHC Board of Directors and/or the IPBF Committee will make the final ruling. A \$25 service fee will be retained on any refunds.

VIII. WEANLING FUTURITY

- A. Refer to all General Futurity Rules (Section III).
- B. Foals resulting from services purchased through this Futurity Auction or by way of late purchases must be identified on the form provided in the Futurity packet and sent to the futurity secretary, postmarked on or before **July 1** of the weanling year.
- C. In the case of embryo transfers, only one foal, resulting from the nominated mare and the purchased stallion, will be eligible for the Iowa Paint Breeder's Futurity.
- D. Late foal identifications will be accepted with a \$50 late fee if postmarked on or before **July 31**. Foal ID's received after July 31 and postmarked on or before September 1 will be accepted with a \$300 additional fee, plus all corresponding late fees (\$50 late fee does not include nomination fee). Foals not identified by **September 1** will not be allowed to show as weanlings.
- E. Foal ID's received after September 1 will be accepted with a \$375 identification fee, plus all corresponding late fees (\$50 late fee does not include nomination fee).
- F. To make your foal eligible for the yearling and two year old Futurities, there will be a nomination fee of **\$25** payable by **July 1** of the weanling year. Payment made after July 1 of weanling year will DOUBLE until April 1 of yearling year, when it will become TRIPLE. In case foal is sold, eligibility remains with the horse.
- G. A one-time non-refundable fee of \$155 payable by July 1 of the weanling year will make your foal paid up and eligible for the weanling, yearling, and two year old futurity classes.
- H. Weanling entries will be split by age and sex into six (6) classes: early, intermediate and late fillies; early, intermediate and late stallions (any foals already gelded will go

into their corresponding stallion class). Age splits will be made by the Futurity committee at designated times the weekend of the Iowa Paint Horse Club Futurity Show. In case of a mid-point falling on a date which is more than one foal's birth date, all foals born on that date will go into the same class to put as near equal number as possible into each class. In the case of an odd number, the early class will be the larger.

- I. 20% of the gross receipts pertaining to the weanling division will be held back for their ongoing yearling and two-year-old Futurities. Balance of the gross receipts of the weanling division, less expenses, will be divided proportionately according to how many actually show in each of the four weanling classes.
- J. Each class will pay back one (1) place for each two (2) entries shown, not to exceed payment of 16 places. Ties will not be broken; premiums will be added and split.

IX. YEARLING FUTURITY

- A. Refer to all General Futurity Rules (Section III).
- B. To keep your yearling eligible for the 2-year-old Futurity, there will be a sustaining fee of \$30 due and postmarked on or before **April 1** of the yearling year. Payment of yearling sustaining fee made after April 1 until August 1 is DOUBLE. Payment of yearling sustaining fee made after August 1 until September 1 is \$300. No late yearling entries will be accepted after **September 1** of the yearling year. A COPY OF REGISTRATION PAPERS MUST ACCOMPANY SUSTAINING FEE (Refer to VIII-C).
- C. Yearlings may go into the **Halter Futurity** or **Longe Line Futurity**, but not both, and this must be specified to the Futurity Secretary, and postmarked on or before **September 1**. Any yearlings paid up but not specified as Longe Line or Halter by **September 1** will automatically be entered into the Halter Futurity and will not be allowed to change.
- D. For the Yearling Futurity, 60% of the accumulated purse plus 60% of the total accumulated interest as of September 1 will be pre-rated into 3 yearling halter classes: fillies, geldings, and stallions and one longe line class (breeding stocks included), according to how many actually show in each class. Each class will pay back one (1) place for each two (2) entries up to a maximum of 16 paybacks per class. Ties will not be broken; premiums will be added and split. A proportionate amount of the expenses of operation, and drug testing fees, if any, will be

deducted from the yearling purse before disbursement.

X. TWO YEAR OLD WESTERN PLEASURE

- A. Refer to all General Futurity Rules (Section III).
- B. Providing previous eligibility and sustaining fees have been paid and regardless of whether or not the horse was shown in either the weanling or yearling Futurities, a sustaining fee of \$100 will be due and postmarked on or before **April 1** of the two year old year to make the horse eligible for the Western Pleasure Futurity. Beginning with fees sent and postmarked on or before April 2, until August 1 the sustaining fee is DOUBLE. With fees sent postmarked on or before dates between August 2 and September 1 the sustaining fee is \$300. No fees will be accepted after the postmarked date of September 1 of the 2-year-old year. In case of transfer, eligibility remains with the horse. Eligible breeding stocks are included. A COPY OF REGISTRATION PAPERS MUST ACCOMPANY SUSTAINING FEE.
- C. Reinstatement of 2-year-old eligible by birth for the Breeder's Futurity, on which the weanling nominating fee and/or yearling sustaining fee was not paid, may be obtained by paying TRIPLE the initial payment of any unpaid weanling nominating or yearling sustaining fees postmarked on or before April 1 of the 2-year-old year. Reinstatement fees paid and postmarked after April 1, but postmarked on or before September 1, will be QUADRUPLE the initial payments. No fees will be accepted after the postmarked date of September 1 (Refer to VIII-C).
- D. Current APHA rules for 2-year-olds will apply for the Western Pleasure Futurity and any entry may be subject to drug testing under the current APHA rules.
- E. Purse will consist of the remaining 40% of the previously collected purse, plus interest, all of the 2-year-old sustaining fees, any reinstatement fees, any unclaimed premiums, plus any miscellaneous funds less expenses of operation and drug testing fees and will be pro-rated by the number of entries that actually show in each division – Open and Non-Pro. Each class will pay back one (1) place for each two (2) entries shown, not to exceed payment of 16 places. Ties will not be broken; premiums will be added

and split equally. "Day Money" of 15% of the purse will be paid on 5 places per judge.

- F. **Non-Pro 2-Year-Old Western Pleasure** entries must specify which division to the Futurity Secretary and postmarked on or before **September 1** of the 2-year-old year. Horses not specified will be automatically entered in the Open division and will not be allowed to change. Copy of current Youth or Amateur card must accompany entry. APHC rules of ownership apply. Current cards must be effective on or before **September 1** of the 2-year-old year. **NO TEMPORARY CARDS WILL BE ACCEPTED.**

XI. SPECIAL AWARD

- A. As an incentive to IPBF participants to show their horses as weanlings, yearlings and 2 year olds, \$3000 will be set aside from the proceeds of the stallion auction. \$1000 will be awarded to the owner of the horse accumulating the most points, \$1000 will be awarded to the Breeder, (owner of dam at time of breeding), and \$1000 will be awarded to the donor of the stallion services. (The horse must be shown all three (3) years).

XII. MISCELLANEOUS RULES

- A. If the bloodlines of a horse are protested, the protestor must deposit \$250 cash, money order or certified check with the Futurity Secretary within ten (10) days of the Futurity Show. Owner of said horse must make the horse in question and the nominated mare available for testing according to current APHA procedure. If the testing proves the correct parentage the protestor forfeits the deposit. If the testing proves incorrect parentage, the protestor will have the deposit refunded and all costs incurred will be billed to the owner of said horse. Horse will be disqualified and other contestant(s) moved up. Owner will be suspended from IPHC and results forwarded to APHA for further action. Futurity winnings will be held until final decision.
- B. The IPHC Board of Directors reserves the right to interpret, amend and enforce the above rules. Any decision concerning the application or interpretation of these rules by the IPHC Board of Directors shall be final. Any person participating in this Futurity including, but not limited to, owners, exhibitors, handlers and consignors shall indemnify and hold harmless the Iowa Paint Horse Club, its officers, directors and employees from and against all claims, demands, causes of actions, and expenses of every kind including attorney fees, arising out of

or related in any manner to the acts or omissions of an owner, exhibitor, handler, or consignor, or the actions of any animal under the care, custody or control of the owner, exhibitor, handler or consignor. Every person and legal entity by participating in this Futurity does thereby agree:

1. If unsuccessful in an attempt to overturn Iowa Paint Horse Club decisions, actions, rules or regulations, to reimburse the Iowa Paint Horse Club for its reasonable attorney fees, court costs and other reasonable expenses incurred in defense of such suit; and
2. That no action will be commenced, whether in law or equity against the Iowa Paint Horse Club in any court other than the Iowa District Court for Polk County, Iowa.