

# 2012 IOWA PAINT BREEDER'S FUTURITY RULES

## Effective for Futurity Foals Born in 2013

(Revised by IPHC Board of Directors October 7, 2011)

*Revisions in italics*

### 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. Owner, exhibitor and handler of Futurity entry must be current IPHC members.

Exhibitor must be the same under all judges. All IPHC rules will apply.

- D. The exhibitor or handler 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. In the event that a handler is permitted in the class, these handlers must meet all APHA and IPHC rules for exhibitors in that class.
- F. 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 posted deadline. 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 or any handlers. (Refer to III C-E).
- G. Any and all premiums earned will be mailed to owners as soon as administratively possible, provided all rules and responsibilities have been met.
- H. 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.
- I. All entries are subject to APHA rules. Any violations of APHA rules will result in disqualification and forfeiture of any monies earned. Any entry may be subject to drug testing. Owners or exhibitors found in violation of APHA rules may automatically be subject to testing at following futurities.
- J. 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.
- K. All specific deadlines set within these rules will be enforced, **NO EXCEPTIONS**.
- L. All provisions of the Stallion Service Agreement are binding under the IPBF rules.
- M. *Participants agree, based upon the signature(s) provided on Stallion Service Agreements,*

*Auction Purchase Forms, mare Nomination Forms, and foal Identification Forms (herein referred to as "Futurity Forms") to consent to an on-site inspection of said horses involved in the futurity.*

#### 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. Phone-in bids accepted. 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.
- D. "NO SALES" A stallion service which does not sell before the bidding closes on that stallion may be purchased at \$100 over the minimum bid requirement (Refer to IV-B) postmarked no later than June 1<sup>st</sup> 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.
- E. Stallion owners whose donated services are not sold either at auction or by way of late purchases are not eligible for any mare nominations.
- F. 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 *stud* 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. STALLION OWNER RIGHTS AND RESPONSIBILITIES

- A. The futurity committee reserves the right to refuse any stallion.
- B. AQHA and TB stallions nominated to the auction must be in good standing and listed with APHA (contact APHA for listing forms).
- C. Stallion fee listed on the IPBF Stallion Service Agreement must be your highest advertised fee.
- D. Stallion fees may not be sold under "Private Treaty" or "Futurity Only" specials.
- E. No "Private Treaty" or "Futurity Only" services accepted. Stallion owners may not charge "Chute Fees", "Booking Fees", or "Special Farm Fees" as defined in these rules (Refer to XVI).
- F. Stallion owners may require mare owners to sign a Farm or Ranch Breeding contract; however, fees listed in that contract shall not override those printed in IPBF rules and the IPBF Stallion Service Agreement. Copy of which must accompany the stallion contract. Any additional fees to the mare owner, not addressed in the rules, must be stated on this agreement.
- G. Stallion owner may require health paper or vaccination records of mares coming on-farm.
- H. If a shipped semen permit is held on a stallion, shipped semen must be available for futurity breeding purchased at auction.
- I. Stallion owners shall see that the mare (and foal if applicable) is properly taken care of at all times while in their care.
- J. Stallion owners must make a good faith effort to get mares in-foal.
- K. Stallion owner reserves the right to AI mare *as an alternative to* live cover, at mare owner's expense.
- L. Stallion owners have the right to call a veterinarian when deemed necessary, at the mare owner's expense.
- M. 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 a minimum of \$175 per mare or ½ of the advertised *stud* fee PLUS \$25, whichever is greater. *Stallion owner mare nomination fees* must be paid and postmarked on or before **December 1** of the year service was sold. **A signed Stallion Owner Authorization Form** must accompany any mare nomination sent in by person other than the stallion owner when using the stallion owner nomination option.

- N. Owners of stallions wishing to guarantee sale of their 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.
- O. After all obligations are met between the stallion and mare owners, the stallion owner is required to provide mare owner with an APHA breeder's certificate.

## VII. MARE OWNER RIGHTS AND RESPONSIBILITIES

- A. Services may be used on a registered APHA, AQHA or TB mare, under the condition that the resulting foal is eligible for APHA registration (see APHA one paint parent rule).
- B. Mare must be broke to lead.
- C. Stallion owner has the right to call a veterinarian when he deems necessary at the mare owner's expense.
- D. It is the mare owner's responsibility to pay in full all vet charges related to their mare's care while at the Stallion Owner's farm.
- E. All agreements, including shipped semen, are between the mare owner and stallion owner. IOWA PAINT HORSE CLUB and IOWA PAINT BREEDER'S FUTURITY act only as agents.
- F. Stallion owners may require mare owners to sign a Farm or Ranch Breeding contract, however, fees listed in that contract shall not override those printed in IPBF rules and the IPBF Stallion Service Agreement. Copy of which must accompany the stallion contract. Any additional fees to the mare owner, not addressed in the rules, must be stated on this agreement.

## VIII. NOMINATION OF MARES

- A. All mares, including open mares, must be nominated and returned to the Futurity Secretary postmarked on or before December 1<sup>st</sup> 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 31<sup>st</sup> of the same year. **The futurity committee recommends sending mare nominations by certified mail accompanied by a self addressed stamped envelope.**
- B. *All Mare Nomination Forms must be accompanied by a copy of their Registration Papers, including Front and Back.*

- C. *A color photograph(s) of the Nominated Mare that clearly show all markings used for identification purposes.*
- D. *In cases of embryo transfer, copies of the registration papers for both the Genetic Mare and Recipient Mare, if registered, are required. A photo is only required of Recipient Mare.*

## IX. 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 1<sup>st</sup> 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.

## X. ON FARM INSPECTION PROCESS

- A. *On-site inspections may be conducted by a Futurity Committee appointed representative (herein referred to as IPBF Representative) to verify information submitted to the Futurity Committee on any or all Futurity Forms.*
- B. *On-site inspections will be conducted when a minimum of five written complaints, signed by separate non-related individuals, explain an alleged breach of IPBF rules. Written complaints can be forwarded to any member of the futurity committee.*
- C. *Participants selected for an on-site inspection will be notified 24 hours prior to inspection.*

*Participants are required to produce animal(s) of interest or disclose the physical location of said animal(s) to IPBF Representative with 48 hours of inspection notice.*

- D. *All findings of the on-site inspection process will be forwarded to IPBF committee and the IPHC Board of Directors.*
- E. *Any refusal of an on-site visit, inability to produce animal(s) or location of said animal(s) within the specified timeframe, or an adverse finding of the on-site inspection process, may result in the same ramifications as those found in violation of IPBF Rules (Refer to XV-B).*
- F. *Expenses incurred for on-site visits will be deducted from the corresponding weanling futurity monies.*

## **XI. WEANLING FUTURITY**

- A. Refer to all General Futurity Rules (Section III).
- B. Foals resulting from services purchased through this Futurity Auction, by way of late purchases or approved reclassifications 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. 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.
- E. A one-time non-refundable fee of \$155 payable on or before July 1 of the weanling year will make your foal paid up and eligible for the weanling, yearling, and two year old futurity classes, paying this fee after the weanling year will result in the addition of all late fees to this one-time fee.
- F. 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.

- G. Foal ID's received after September 1 of the year in which they were born will be accepted with a \$375 identification fee *PLUS relevant fees as outlined in the yearling or two year old futurity rules XII and XIII respectively*. Refer to VIII for nomination fees applicable.

Please note, this would not make this foal eligible to show at the IPBF as a weanling.

- H. Weanling entries will be split by age and sex:
  - *In the case of 45 or more paid entries per sex: three (3) classes - early, intermediate and late (any foals already gelded will go into their corresponding stallion class).*
  - *In the case of 44 or less paid entries per sex: two (2) classes - early and late.*

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.

## **XII. 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 **DOUBLES to \$60**. 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.**
- C. Reinstatement of a yearling eligible by birth for the Breeder's Futurity, on which the foal ID and/or weanling nominating fee has not been paid, may be obtained by paying the **\$375 foal ID fee PLUS \$50 late fee PLUS (if applicable) the yearling sustaining fee as per postmark deadlines set up above in XII-B**. Fees accepted

after the postmarked date of September 1 will not be allowed to show the yearling year.

- D. 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.
- E. For the Yearling Futurity, 60% of the accumulated purse plus 60% of the total accumulated interest as of September 1 will be pro-rated into 3 yearling halter classes: fillies, geldings, 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.

### **XIII. 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 maintenance 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. Fees postmarked on or between April 2 and **August 1** have a maintenance fee which **DOUBLES to \$200**. Fees postmarked on or between August 2 and **September 1** have a maintenance fee of \$300. 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 foal ID fee and/or weanling nominating fee and/or yearling sustaining fee was not paid, may be obtained by paying the **\$375 foal ID fee PLUS \$50 late fee PLUS (if applicable) the \$90 yearling sustaining fee PLUS (if applicable) the 2 year old sustaining fee as per postmark deadlines set up above in XIII-B.**
- D. Fees accepted after the postmarked date of September 1 will not be accepted.
- E. Current APHA rules for 2-year-olds will apply for the Western Pleasure Futurity.

- F. 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 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.
- G. **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. APHA 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.**

### **XIV. 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).

### **XV. 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. *Those found in violation of IPBF Rules could face the following:*
  - a. *APHA notification of IPBF findings for further investigation.*

- b. *Up to a five-year suspension from IPBF for the participant, or any horses transferred from the individual during the suspension period beginning with the date of violation.*
- C. 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.
- F. **Artificial Insemination Fee** – A charge for the act of inseminating a mare with semen.
- G. **Semen shipping Fee** – Fees incurred from action of shipping semen from stallion location to mare owner location.
- H. **Counter to Counter Fee** – A charge to ship semen by airline so it can be picked up at an agreed upon airport.
- I. **Vet Charges** – Fee(s) from a veterinarian for treatment of a specific animal. This may include, but is not limited to, trip charges, medicine administered, service provided, supplies used, etc.
- J. **Late Fees** – Fee that becomes payable in addition to the original fee when a deadline is missed.
- K. **Foal ID** – A form completed and sent to the IPBF secretary to put the date of birth, sex and name (if available) of the foal on record.
- L. **Nomination Fee** – Fee paid on a weanling for ongoing participation in the yearling and two year old years of the IPBF.
- M. **Sustaining Fee** – Fee paid on a yearling for the ability to show as a yearling and ongoing participation in the two year old year of the IPBF.
- N. **Maintenance Fee** – Fee paid on a two year old to participate in the two year old western pleasure class of the IPBF.
- O. **Nominated Mare** – Mare who has been bred by stallion purchased in the stallion auction and whose Mare Nomination Form was received prior to December 31<sup>st</sup> of the year the stallion fee was purchased.

## XVI. DEFINITIONS

- A. **Chute Fee** – A one time charge for act of breeding the mare. This is different than an artificial insemination or collection fee.
- B. **Booking Fee** – A charge to get on the schedule for a breeding to a certain stallion.
- C. **Special Farm Fee** – Fees that can not be backed up by a vet bill or itemized proof of any other nature.
- D. **Collection Fee** – A charge for the act of collecting semen from a stallion. This may be performed by the stallion owner or a veterinarian.
- E. **Futurity Only** - A special price other than a studs usual advertised fee.