



*Rules and Regulations for the Registration and Transfer of the Half Saddlebred Horse and Hearings, Violations and Penalties. Effective July 6, 2015.*

### **Introduction**

One of the principal objectives of the Half-Saddlebred Registry of America is to register and maintain the official registry of Half Saddlebred horses. The President of the American Saddlebred Registry, Inc. and/or the ASR 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 agree to the following Rules & Regulations and to be bound by them.

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Monday through Friday.

This edition of Rules & Regulations as updated, corrected and edited supersedes all previous editions and includes all rules and revisions which are in effect as of January 1, 2015. Any subsequent rule changes will be published

electronically in an American Saddlebred Horse Association publication.

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## **SECTION I. MEMBERSHIP IN ASSOCIATION**

It is recommended that applicants registering a Half-Saddlebred be a member of the American Saddlebred Horse 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, is prohibited from transacting business with the Registry until such check is collected and a penalty fee per dishonored check is paid. Any person owing money to the Registry which remains unpaid for 30 days after written request by the Registry to such person for payment is prohibited from transacting any business with the Registry until the amount due is paid in full. The Registrar may waive the requirements of this rule if he/she finds its enforcement to be unduly prejudicial to an innocent party.

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

4-H Foundations, Association Youth Clubs, Humane Societies, and Therapeutic Riding Clubs,

provided proper verification of the group's authenticity is presented to the Registry, are exempt from transfer of ownership fees for horses being transferred into their ownership.

Therapeutic Riding Clubs must be accredited by the North American Riding for the Handicapped Association. However, they are subject to any fees required to register a horse not previously registered, or for transfer to a new ownership.

#### **D. BUYER/SELLER DISPUTES**

The Registry cannot 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 and appropriate fees, the Registry must process the transaction unless it has received a court order or other legal documentation satisfactory to the Registry which would prevent such transaction from being completed.

#### **E. RESPONSIBILITY FOR PROPER DOCUMENTATION**

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

#### **F. RECORDED OWNER**

The Recorded Owner of a Half 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 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. D. regarding rules for Transfer of Ownership without Signature of Recorded Owner.

#### **H. OWNER I.D. NUMBERS**

Each ownership entity is assigned a separate I.D. number by the Registry which is printed following the name of each Recorded Owner listed on the registration certificate. Note: "John Smith" is a different ownership entity from "Mr. and Mrs. John Smith" and will therefore receive a different I.D. number.

#### **I. REGISTRATION NUMBERS**

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

#### **J. MAILING OF CERTIFICATES**

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

whatever the reason. See Section IX. regarding Fees.

## **K. INFORMATION REQUESTS**

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

## **SECTION III. REGISTRATION**

### **A. ELIGIBILITY AND REQUIREMENTS**

A Certificate of Registration is a certification of information contained in the records of the Registry. It is recommended that applicants registering a Half-Saddlebred be a member of the American Saddlebred Horse Association. The following requirements must be met for a horse to be registered with the Half Saddlebred Registry:

1. A mule, hinney, or any animal other than a horse is not eligible for registration. One parent of the horse is registered as a purebred American Saddlebred with the American Saddlebred Registry or with an approved foreign registry and the horse cannot qualify for registration as a purebred American Saddlebred according to the American Saddlebred Registry rules. 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.
2. The purebred American Saddlebred certificate of registration must be in complete order with the American Saddlebred Registry or with an approved foreign registry. A copy of the registration certificate for the non Saddlebred parent is required showing registration with another registry, if applicable.
3. Four color photos of the horse (front, back, left and right view) must be submitted with the application.
4. DNA/blood-typing testing must be performed for parentage verification.
5. The 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 owner of the dam at the time of foaling to be the owner of the foal (except in the case of a foal produced by embryo or oocyte transplant, see below.) Therefore, if a mare is purchased when in foal, ownership of the dam must be recorded with the Registry before the foal can be registered in the purchaser's name. If an unregistered foal or a mare with a foal at her side has been purchased, the "Unregistered Foal Transfer" form on the registration application must be completed by the recorded owner of the dam, the authorized agent, 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 or oocyte is transplanted or implanted in a carrier mare shall be the original owner(s) of a foal which is the product of assisted reproduction. If an unregistered foal which was produced by embryo or oocyte transplant has been purchased, the "Unregistered Foal Transfer" form on the registration application must be completed by the recorded owner of the dam, the authorized agent(s), or lessee of the dam at the time of embryo or oocyte transplant 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 or lessee at the time of breeding and appears on the certificate in the "Bred By" section. The owner of the dam at the time of breeding may assign his/her/its designation as breeder to any person or entity. Any such assignment includes all rights and interests as breeder including, without limitation, all rights to be listed as breeder on Registry records and all rights to any money or other prize due the breeder. 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. If an unregistered animal has been purchased, the Unregistered Foal Transfer form on the Application for Registration must be completed.

9. The requirements for filing a Breeder's Certificate, a Stallion Service Report and/or an Unregistered Foal Transfer form required of the non-Saddlebred parent may be waived by the Registrar if after reasonable investigation that parent cannot be identified.

## **B. 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. The registered American Saddlebred parent of the Half Saddlebred foal being registered must have DNA test results on file. DNA testing will require either submission of a hair or 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. DNA testing will be mandatory for all Half Saddlebreds 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 may be verified through blood typing.

3. The Registry may require blood typing or DNA testing at the owner's expense of any horse whenever evidence is received suggesting or calling into question the correctness of the parentage listed for such horse, or the Registry may conduct blood typing or DNA testing at its own expense in such circumstances.

4. The Registry may from time to time conduct blood typing or DNA testing of horses selected by the Registry on a random basis. The owner or lessee of a selected horse shall allow the blood typing or DNA testing to be conducted at the expense and under the supervision of the Registry.

5. The Registry may furnish blood typing or DNA information as to specific horses in response to legal process, court order, requests from other recognized breed registries, and requests from other individuals or entities where such individual

or entity states in writing the purpose of the inquiry, and the Registry determines such request to be reasonable.

## **C. AGE OF A HORSE**

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

## **H. NAMES**

1. Each animal for which Application for Registration is made must be given an acceptable name which does not conflict with the name of any other animal registered with the Registry, living or dead. A conflicting name is one which is judged to be too similar to an existing name either in spelling or pronunciation, e.g., Black Knight/Black Night. Adding "A", "An" or "The" to an existing name is judged to be too similar. The Registry shall consider waiving this requirement for horses with the same or similar names with a foaling date of 40 years or more ago and do not have show records and do not have registered progeny.

2. The name may not exceed 35 characters, including letters, spaces and punctuation.

3. Three name choices must be provided on the application in order of owner's preference.

4. The Registry reserves the right to accept or reject any or all of the names submitted, whether for reasons of conflict or good taste, and also reserves the right to correct obvious misspellings.

5. The following are not allowed as part of a horse's name:

a. Numerical prefixes or suffixes: Numerals;

b. "Jr." and "Sr." as suffixes;

c. Diacritical marks;

d. Punctuation marks as prefixes;

e. Initials added as a prefix or suffix to a name already in use, e.g. Wing Commander G.G.

6. Any available name may be reserved with the Registry and will be reserved for a period of six (6) months. Effective 5/1/02, a fee will be assessed for each name reservation. See Section IX. regarding Fees.

## **E. ARTIFICIAL INSEMINATION**

The use of artificial insemination procedures, i.e. breeding by means other than natural cover, is allowed. Exception, see Section III. H.

## **F. TRANSPORTED SEMEN**

Effective February 1, 1998:

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 February 1, 1998 will be allowed.

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

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

## **G. ASSISTED REPRODUCTION**

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

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

registration of a foal carried by a carrier mare through assisted reproduction.

5. The owner(s) of the donor mare at the time an embryo or oocyte is transplanted or implanted in a carrier mare shall be the original owner(s) of a foal which is the product of assisted reproduction.
6. Any party using embryo transplant shall furnish to the Registry a signed statement certifying the date of the transplant, 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.

## **H. 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. If a horse has had a name change, the owner may reregister the horse by its original name, subject to the 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 IX. 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 IX. 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 as required by the Registry must be submitted for parentage verification. The expense of the blood typing or DNA testing shall be borne by the applicant. A reregistration fee must accompany the application. The Registry must also be provided with the original Certificate of Registration before a reregistration certificate can be issued.

3. In the event a change in the parentage of a registered horse is determined as a result of the Registry's own regular review of its blood typing and/or DNA records, the owner will be notified and shall return the Certificate of Registration to the Registry for correction or a notice of a corrected certificate may be issued by the Registry where necessary to correct the record without regard to the requirements of Paragraph 1.

4. When the Registry receives blood typing or DNA results and other evidence identifying a different parentage from the one listed for a horse, the owner will be notified and shall return the Certificate of Registration to the Registry for correction or a notice of a corrected registration certificate may be issued to the owner showing the correct parentage without regard to the requirements of Paragraph 1.

5. When blood typing and/or DNA results and other evidence received by the Registry pursuant to Paragraphs 3 and 4 of this rule confirm that the listed parentage for a horse is incorrect but do not identify the correct parentage, then the Registry will record no transactions involving such horse until its correct parentage is verified.

6. The Registry expressly reserves the right to alter or cancel a certificate at any time in cases where information upon which the certificate is based should be found inaccurate. In such case, the Registry shall not be responsible for any loss or damage which may result to any holder of this certificate.

### **E. CHANGE OF COLOR, MARKINGS, FOALING MONTH, REMOVAL OF SCARS OR BRANDS OR CORRECTION OF THE DATE OF TRANSFER**

A new certificate is issued to indicate a change in color, markings, foaling date, 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 INDIVIDUAL OWNERS**

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 IX. 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 should be reported to the Registry office. It is not necessary to send the Certificate of Registration, this information will be added to the certificate the next time it is received in the Registry office for any business transaction.

#### **H. NOTATION OF DEATH**

Upon the death of a registered Half 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 should be sent to the Registry office.

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

All original recorded owner(s) of a registered Half Saddlebred horse may, if the original recorded owner(s) continues to be the owner(s), cancel its

Certificate of Registration only by surrendering the Certificate to the Registry together with a signed statement requesting cancellation. After cancellation of the registration certificate, the certificate may be reissued or reinstated only upon the written request of the person(s) who cancelled the certificate. Anything in these rules to the contrary notwithstanding, the Half Saddlebred Registry of America, Inc. expressly reserves the right to alter or cancel a certificate at any time in case any information upon which it is based should be found inaccurate. In any event, under no circumstances will the Registry be responsible for any loss or damage resulting from any inaccurate information contained on any certificate.

### **SECTION V. TRANSFER OF OWNERSHIP**

#### **A. CHAIN OF OWNERSHIP**

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

#### **B. BUYER AND SELLER RESPONSIBILITIES**

Buyers are cautioned to inspect a horse's official Certificate of Registration prior to purchase of the horse to see that the seller's name is the last recorded owner listed on the certificate. Effective with sales consummated on or after January 1, 1984: The seller is responsible for recording all transfers of ownership with the Registry (including all unrecorded back transfers) and for payment of all fees necessary to record such transfers unless other agreement has been reached by the buyer and seller. Sellers are advised to submit the original Certificate of Registration, all properly signed documentation of transfers and fees to the Registry as soon as possible after the sale of the animal to insure prompt service and to reduce the possibility of complications in processing the transfer. The use of sale contracts is encouraged for transactions involving Half Saddlebred horses.

#### **C. PROCEDURE TO RECORD TRANSFER OF OWNERSHIP**

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



Important: Transfers should be completed and signed by the seller or the seller's authorized agent(s). Erasures or alterations will void the transfer.

2. If jointly registered, e.g., "Mr. AND Mrs. Smith," the signatures of BOTH owners (or their authorized agent(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) is to be made on the Unregistered Foal Transfer Report on the Application for Registration form. If the Unregistered Foal Transfer Report is completed in the calendar year 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 until after the end of the calendar year in which the foal was born, a chain of ownership must be completed under the Registry's regular transfer process with applicable fees paid. See Section IX. 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.

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. Rules regarding transfer of ownership must be followed in order to record a change of ownership when the Certificate of Registration is unavailable.

#### **D. TRANSFER WITHOUT SIGNATURE OF RECORDED OWNER**

Unless the Certificate of Registration has been cancelled, whenever legal title to a registered Half 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 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 IX. regarding Fees.

#### **SECTION VI. 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 VII. 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.

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.

### SECTION VIII. REGISTRY NOT LIABLE

The Half Saddlebred Registry of America, Inc., the American Saddlebred Registry, Inc., 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.

### SECTION IX. FEES REGISTRY TRANSACTION FEES

#### Registration Fees

Birth up to 6 months	\$35.00
6 months up to 12 months	\$50.00
12 months and over	\$150.00

Registered with another breed Association/Registry	\$35.00
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#### Transfer of Ownership Fees

Per transfer	\$25.00
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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 (If not filed with the Registry within 12 months of the foaling date)	\$25.00
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Certificate Correction and Replacement Fees Color; markings; foaling date; removal of scars or brands; correction of a transfer date; marital or other name changes of individual owners	\$25.00
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Defaced Certificates	\$25.00
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Duplicate Certificate	\$25.00
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Change of Registered Name (Allowed only once)	\$50.00
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Cancellation of Certificate	\$50.00
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Reissuance of Certificate	\$25.00
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Lien/Security Interest Investigative Fee	\$150.00
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Reregistration	\$25.00
Penalty fee for dishonored check	\$25.00
Filing of a Charge	\$1,000.00
Filing of an Appeal	\$200.00

**OTHER REGISTRY TRANSACTION FEES**

Blood Typing and DNA conversion (Stallions, Mares, Geldings, Foals) This fee includes the cost of the kit, postage, blood typing and conversion to DNA. Staff costs will be donated.	\$250.00
DNA testing (Stallions, Mares, Geldings, Foals)	\$50.00
Parentage Confirmation using DNA Results from Foreign Labs	\$25.00
Blood Typing Conversion of Frozen Serum to DNA	\$30.00
Additional DNA kit (for the same horse)	\$25.00
Additional Blood-typing kit (for the same horse)	\$25.00
Priority DNA Processing	\$100.00
Color Testing	\$40.00
Recording of a Lease	\$25.00
Name Reservation (for 12 months)	\$50.00
Staff Research This may include, but is not limited to, extensive research requested which may include information requested by subpoena or research requested when investigating a lien or security interest.	\$75.00 per hour
Processing Fee to be retained by ASR when a transaction application	

is cancelled within 12 months of receipt of form and fees \$25.00

DNA Processing Fee to be retained by the registry 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

**Special Services**

Priority handling (RUSH Service) \$50.00

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

Immediate attention fee \$50.00

**Mail**

Certified mail \$10.00

Express mail \$20.00

**SECTION X. 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, 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;
- Falsely representing a horse as a registered horse;

- g. 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.
- h. Refusal of an owner to permit blood typing or DNA testing.
- i. Conviction under federal, state, or municipal law of cruelty, neglect, or other inhumane treatment of a horse, or the judicial confiscation of a horse;
- j. 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 a Half Saddlebred horse's owner, manager, trainer, or agent of an owner, manager or trainer. The charge must be:

- a. In writing;
- b. Signed by the 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 IX. 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 X(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 X(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 IX 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 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.