



American Saddlebred Horse and Breeders Association, Inc.
Registry Rules and Regulations
Effective as of _____, 2022

ASR Mission Statement

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

Introduction

One of the principal objectives of the American Saddlebred Registry is to register and maintain the official registry of purebred American Saddlebred horses. The American Saddlebred Horse and Breeders Association, Inc., of which ASR is a division, may prescribe whatever procedures are necessary to carry out these Rules & Regulations. It is important that sellers, buyers, owners, and breeders 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 essential. If you have any questions or problems, please contact a Registry representative before you send in the registration application. Any member or person signing any portion of any document required or authorized by these Rules & Regulations and any person who has a Certificate of Registration transferred into his ownership agrees to the following Rules & Regulations and to be bound by them. Call or write us at: American Saddlebred Horse and Breeders Association, Inc., 4083 Iron Works Parkway, Lexington, KY 40511, 859/259-ASHA (2742), Fax: 859-259-1628, E-mail: saddlebred@asha.net, Web site: www.saddlebred.com, Hours: 8:00 a.m. – 4:30 p.m., Monday through Friday. This edition of Registry Rules & Regulations supersedes all previous editions and includes all rules and revisions which are in effect as of _____, 2022.

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SECTION I. MEMBERSHIP IN ASSOCIATION

A current American Saddlebred Horse and Breeders Association, Inc. (“ASHBA” or the “Association”) member may transact business with the Registry. A non-member of the American Saddlebred Horse Association may transact business with the Registry upon payment of non-member transaction fees.

SECTION II. GENERAL BUSINESS POLICIES

A. SIGNATURES AND SIGNATURE AUTHORITY

1. 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 manner in which the ownership is listed. Joint (“and”) ownership requires the signatures of ALL the listed owners. If joint owners are listed as “or,” then the signature of ONLY ONE of the owners is required for transfer.
2. When a horse is to be registered in the name of limited liability company, corporation, partnership, trust, 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. The signature authority of an individual on a Statement of Signature Authority may be revoked or additional persons authorized only by a subsequent Statement of Signature Authority filed with the Registry. Statements of Signature Authority must be accompanied by satisfactory legal documentation

evidencing the legal entity's authorization or change thereof. Such legal documentation may include, without limitation, a resolution of directors (corporation), consent of members (limited liability company) or partner(s) (partnership), or a notice of substitute trustee (trust). Authority to sign on behalf of an entity may be granted retroactively but may not be cancelled retroactively. 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.

B. PAYMENT OF FEES

Fees must accompany Registry transactions and are payable, in U.S. funds only, by check, money order, or by major credit card (subject to the payment of processing fees). The maker of any check payable to the ASHBA that is dishonored shall be prohibited from transacting business with the Registry until such check is collected, including a collection fee per dishonored check. Any person owing money to the Registry which remains unpaid for 30 days after written request by the Registry to such person for payment is prohibited from transacting any business with the Registry until the amount due is paid in full. Individuals who repeatedly submit checks that are dishonored or who are otherwise deemed not credit worthy by the Registry in its discretion may be required to submit a money order, cashier's check, or credit card for future Registry transactions. The Registrar may waive the requirements of this rule if he/she finds its enforcement to be unduly prejudicial to an innocent party.

C. TRANSFER FEE EXEMPTIONS

Provided proper verification of the group's authenticity is presented to and accepted by the Registry, 4-H Foundations, Association Youth Clubs, Humane Societies, and Therapeutic Riding Clubs are exempt from transfer of ownership fees for horses being transferred into their ownership.

1. Therapeutic Riding Clubs must be nationally accredited by the Professional Association of Therapeutic Horsemanship.
2. Humane Societies and nonprofit rescue organizations must be in good standing and exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code.

However, such entities are subject to any fees required to register a horse not previously registered, or for transfer to a new owner that is not included in the entities listed in this Rule II.C.

D. BUYER/SELLER DISPUTES

The Registry cannot make a determination of legal ownership, and therefore, cannot intervene among parties in ownership disputes or any other type of dispute. If the parties cannot resolve the dispute among themselves, they are advised to seek legal counsel. If a dispute of any nature arises among parties, it is the responsibility of the person asserting the claim to obtain and submit documentation satisfactory to the Registry to substantiate and/or enforce the claim. Upon receipt of properly completed and signed documents by all appropriate parties and appropriate fees, the Registry shall process the transaction unless it has received a court order binding upon or other legal documentation satisfactory to the Registry which would prevent the Registry from processing such transaction.

E. RESPONSIBILITY FOR PROPER DOCUMENTATION

Primary responsibility for obtaining and submitting any documentation required to complete a business transaction that requires Registry action rests with the Recorded Owner of the horse. When the Recorded Owner has failed to meet its requirements under these rules and regulations and the current owner requests assistance from the Registry to obtain documentation and the Registry elects to so assist, an additional fee will be charged for this service. This type of assistance is available only on an "as time permits" basis.

F. RECORDED OWNER

The Recorded Owner of an American Saddlebred horse is defined by the Registry as the person(s) whose name appears as the Recorded Owner on the current certificate of registration. It is recommended that horses not be registered in the name of a minor. The Recorded Owner shall submit to the Registry office all requested relevant information, documentation, and fees applicable to update, change, or notify the Registry of a transaction pertaining to a horse which is currently registered in their ownership. Failure to provide required information, forms, or signatures may result in fines or penalties, up to and including suspension or termination of ASHBA membership and/or Registry privileges. (See also, [Section V.E. – Transfer Without Signature of Recorded Owner](#).)

G. REGISTRY SUBMISSIONS WITHOUT SIGNATURE OF RECORDED OWNER

In any case where these rules and regulations require the personal signature of a particular person on a form other than a Transfer Report (including a Transfer of Unregistered Foal), and that person fails to respond within fifteen (15) days after receiving the second of two certified return receipt letters sent by the Registry at least thirty (30) days apart requesting such signature, the Registry may waive such requirement. (See [Section V. E. - Transfer Without Signature of Recorded Owner](#).)

H. REGISTRATION NUMBERS

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

I. MAILING OF CERTIFICATES

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

J. INFORMATION REQUESTS

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

SECTION III. REGISTRATION

A. ELIGIBILITY AND REQUIREMENTS

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

1. The horse must be of pure American Saddlebred blood and must qualify to its parentage by DNA testing, and/or any other identification procedure deemed necessary by the Registry.
2. The sire and dam must be registered with the Registry and all transfers of ownership must have been recorded in accordance with [Section V](#).
3. For registration of Saddlebreds, originally registered with a foreign American Saddlebred Registry, see [Section III. C](#).
4. All current DNA requirements must be completed in accordance with [Section III. E](#).
5. The Registry Application for Registration form must be complete in all respects, signed by the owner or person to whom proper signature authority has been given, and submitted to the

Registry with payment of correct fees. No application will be processed unless fees have been paid.

6. The Registry considers the original owner(s) of a foal to be the owner(s) of the dam at the time the foal is born (except in the case of a foal produced by embryo transfer; see [Section III. K](#)). Therefore, if a mare is purchased when in foal, ownership of the dam must be recorded with the Registry before the foal can be registered in the purchaser's name. If an unregistered foal or a mare with a foal at her side has been purchased, the "Unregistered Foal Transfer" form on the registration application must be completed in accordance with [Section V. C. 1.a.](#) by the Recorded Owner of the dam, the authorized agent(s), or lessee of the dam at the time of foaling in order to register the foal in the name of the purchaser. The Registry will record the ownership of the foal exactly as the ownership of the dam is recorded unless this transfer has been completed.
7. The owner(s) of the donor mare at the time an embryo is transferred to a carrier mare shall be the original owner(s) of a foal which is the product of assisted reproduction. If an unregistered foal which was produced by embryo transfer has been purchased, the "Unregistered Foal Transfer" form on the registration application must be completed in accordance with [Section V. C. 1.a.](#) by the Recorded Owner of the dam, the authorized agent(s), or lessee of the dam at the time of embryo transfer in order to register the foal in the name of the purchaser.
8. The Breeder's Certificate portion of the Application for Registration must be completed and signed by the owner of record of the stallion or by their authorized agent(s) at the time of breeding. The breeder is defined as the owner of the dam at the time of breeding and appears on the certificate in the "Bred By" section. The breeder may assign his/her/its designation as breeder to any person or entity prior to the completion of the foal's application for registration. Any such assignment includes all rights and interests as breeder including, without limitation, all rights to be listed as breeder on Registry records and all rights to any money or other prizes due the breeder. A deceased person's name may not be used as the breeder unless the decedent was living at the time the mare was bred; the dam must be transferred from the decedent's name into the estate of the decedent or the named heir (if pursuant to probate court order). 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.
9. Current photos must accompany the application for registration when the dam is listed on a stallion's stallion service report for more than one breeding season, and registration applications for foals resulting from those breedings have not been received by December 31 of their foaling year.
10. The Stallion Service Report filing requirements set forth in [Section III.F.](#) must be satisfied.
11. The Unregistered Foal Transfer form on the Application for Registration must be completed if the foal has been sold prior to registration.
12. Photograph requirements:
 1. For any horse with white markings above the knees or hocks (such as pintos), four current color photographs, showing both sides, front and rear, must accompany the Application for Registration.
 2. For any Application for Registration not received within 12 months of the foaling date, four current color photographs, showing both sides, front and rear, must accompany the application.
 3. For any Application for Registration not completed within 12 months of the foaling date, four current color photographs, showing both sides, front and rear, must be submitted to the Registry before the foal will be registered.

4. For any Application for Registration submitted online, four current color photographs, showing both sides, front and rear, must be submitted electronically to the Registry before the foal will be registered.

It is strongly recommended that color photos be submitted with all other Applications for Registration. The Registry reserves the right to reject any photos.

13. The following coat colors are recognized by the American Saddlebred Registry: black, brown, bay, chestnut, gray, palomino, buckskin, pinto (white with any other recognized color either in Tobiano, Sabino, or Overo patterns), roan (red, blue, or bay), champagne (classic, sable, amber, gold), dun (red, yellow, or blue), silver (black or bay), cremello, perlino, smoky cream, white and albino. Two words may be used to describe a horse's color, such as "dark bay" or "liver chestnut." Coat color testing is available. If the color listed on an application for registration does not correspond with the photographs received, the Registry may require coat color testing at the owner's expense.
14. Many competition programs, including all ASR affiliated futurities, require Application for Registration of nominated foals to be postmarked no later than December 31 of the foaling year. Weanlings must be registered to show in weanling futurity classes.
15. Any and all other information requested by the Registry shall be supplied by the applicant.

B. CONDITIONAL REGISTRATIONS

1. Unregistered Foals

The Registry may issue a conditional registration with number to the owner of an unregistered foal as identified on a properly completed registration application in the following circumstance:

- a. When required parentage verification procedures to issue a permanent registration certificate are incomplete, and
- b. The application with the correct fee has been submitted to the Registry and all other requirements for registration are met.

Conditional registrations of unregistered foals are valid for six months. ASR will not record any further transactions concerning this animal as long as the registration is conditional. A reactivation fee may be charged for conditional registrations where the DNA kit and hair sample are submitted to the DNA testing lab more than six months after the conditional registration is issued. In the event the required parentage verification procedures show the parentage listed on the application to be incorrect, the conditional registration must be corrected; otherwise, the conditional registration will be cancelled. Reapplication will require payment of additional fees.

2. Indemnification

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

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

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

1. A horse which has been previously registered with an approved foreign registry may also be eligible for registration with the Registry upon meeting the following requirements:
 - a. The horse has been imported to the United States.
 - b. The registration certificate from the approved foreign registry has been submitted to the Registry and includes diagrams with written description of the markings on the horse, together with documentation from the foreign source registry which evidences an unbroken chain of ownership from the breeder to the applicant, who must be the Recorded Owner.

- c. Documentation of DNA testing results (as determined by a laboratory approved by the Registry) has been placed on permanent record with the Registry and the imported horse qualified as the offspring by such testing.
 - d. Four current color photographs of the animal taken in the U.S. which clearly show the color, markings (or lack of markings) on all sides of the head, legs, body, front, and rear must also be submitted.
 - e. The applicant has filed with the Registry an export certificate, if issued, signed by the proper authority of the approved foreign registry.
 - f. The sire and dam of the imported horse must be listed in the stud book of the original foreign source registry.
 - g. Inspection of the horse and its documents may be requested by the Registry to verify that the identifying description agrees with that shown on the foreign registration documents and export certificate.
 - h. The registration fee for imported horses must be paid.
 - i. All requests and documentation submitted to register horse(s) previously registered with an approved foreign registry must be reviewed for compliance by the Registry, which has the right to refuse registration.
 - j. The certificate from the foreign registry will be kept on permanent file until such time as the horse has been exported from the U.S. In such case, the ASR registration certificate must be returned to the Registry before the foreign registry certificate will be released to the Recorded Owner.
2. Upon meeting the requirements below, the following may be registered with the Registry:
 - a. A foal imported in utero, whose dam has been properly registered with the Registry (see [Section III.C.1](#) for registering foreign registered mares), and whose sire is properly registered with ASR or an approved foreign registry.
 - b. A foal/embryo conceived by an ASR registered mare as the result of transported semen from a stallion, not standing in the U.S., that is properly registered with ASR or an approved foreign registry.
 3. Requirements:
 - a. An Application for Registration on a form provided by the Registry has been completed, signed by the applicant, and filed with the Registry.
 - b. A valid Stallion Service/Breeder's Certificate must be submitted.
 - c. Foal qualifies with full parentage through DNA testing.
 - d. The current fee for foal registration must be paid.
 - e. Stallion's pedigree is on record with ASR.

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

1. A horse whose sire and dam are registered American Saddlebreds with a current or former approved foreign registry or with ASR may also become eligible for registration with the Registry upon meeting the following requirements:
 - a. An Application for Registration on a form provided by the Registry has been completed, signed by the applicant, and filed with the Registry along with the proper fees.
 - b. Documentation of DNA testing for the sire and dam (as determined by a laboratory approved by the Registry) have been placed on permanent record with the Registry and the foal qualifies with full parentage through DNA testing.
 - c. A valid Stallion Service Report and/or or Breeder's Certificate must be submitted.
 - d. A copy of the registration certificates or pedigrees for the sire and dam from the approved foreign registry have been submitted to the Registry.

E. DNA TESTING

To verify parentage, the following horses shall be DNA tested at the Recorded Owner's expense by a laboratory recognized by the Registry:

1. All breeding stallions must have DNA test results on file. DNA testing may require conversion of frozen serum on file at a Registry approved laboratory to DNA. All testing will be at the expense of the Recorded Owner.
2. All mares producing horses for which an Application for Registration is submitted must have DNA test results on file. DNA testing may require conversion of frozen serum on file at a Registry approved laboratory to DNA. All testing will be at the expense of the Recorded Owner.
3. DNA testing is mandatory for all horses for which an application for registration is submitted.
4. DNA testing is mandatory for all horses transferred pursuant to [Section V.E.2.](#) below.
5. Foals requiring re-registration certificates to change sire, dam, foaling year or sex (see [Section IV.D.](#)) must be qualified by DNA testing as the offspring of the sire and dam.
6. The Registry may require DNA testing or any other testing, information, or other examinations at the owner's expense of any horse whenever evidence or other information is received suggesting or calling into question the correctness of the parentage listed for such horse or any other information provided in the registration certificate of such horse, or the Registry may conduct DNA testing or any such other examinations at its own expense and under its own supervision in such circumstances.
7. The Registry may from time-to-time conduct DNA testing or other examinations of horses selected by the Registry on a random basis or based on such other factors as the Registry may determine in its discretion from time to time. The owner or lessee of a selected horse shall allow the DNA testing to be conducted at the expense and under the supervision of the Registry.
8. The Registry shall furnish DNA information as to specific horses when compelled to do so pursuant to a court order binding upon the Registry by a court of competent jurisdiction. The Registry may furnish DNA information as to specific horses in response to, requests from other recognized breed registries, and requests from other individuals or entities, provided such requests state in writing the purpose of the inquiry, and the Registry determines such request to be reasonable.

F. STALLION SERVICE REPORT

1. Requirements for Filing a Stallion Service Report.

The owner or manager of a registered American Saddlebred stallion which has been bred to any registered American Saddlebred mare(s) during a breeding season must submit a Stallion Service Report on a form acceptable to the Registry no later than October 31st of the year during which the stallion is bred. For stallions located in Southern Hemisphere countries, the deadline is April 30th. For stallions where ownership has changed during the breeding year or where frozen semen with ownership rights has been retained, a separate stallion service report must be submitted by each ownership entity. The following Information shall be included:

- a. Registration number and name of each mare bred;
 - b. Name of each mare owner;
 - c. All dates each mare was bred; each mare must be listed separately for each embryo; in the case of ICSI, the date of the ICSI procedure).
 - d. Method of service:
 - i. artificial insemination using transported semen (frozen or fresh cooled);
 - ii. natural cover (including artificial insemination utilizing semen collected on-site);
 - iii. ICSI (intracytoplasmic sperm injection); or
 - iv. pasture breeding and dates each mare was confined with stallion.
2. **Signature Requirements.**
The Stallion Service Report must be signed by the stallion owner(s) at the time of breeding or by their authorized agent(s).
 3. **Penalties.**

- a. Reports sent by mail must be postmarked on or before October 31st and reports submitted electronically must be received by midnight on October 31st. There is a grace period of ten days before a late fee will be imposed. Prior to December 31st of the breeding year, the Registry may accept up to three amendments to add mares to a previously submitted stallion service report without imposing a penalty fee. Thereafter, a penalty fee of will be imposed for each mare added to a stallion service report per breeding season.
- b. Any foals produced by the stallion and owned by the stallion owner and/or authorized agent bred in the breeding season for which the Stallion Service Report was not filed will not be eligible for registration until the Stallion Service Report has been filed for such breeding season with the Registry and the late fee paid.
- c. See [Section XIII.A.\(6\)](#) regarding Hearings, Violations & Penalties. Failure of a stallion owner or manager to supply a Stallion Service Report to the Registry by October 31st of the current breeding season or making a false or fraudulent statement on the Stallion Service Report, shall be a violation of the rules of the Registry.

G. AGE OF A HORSE

The age of a horse is computed on the basis of a calendar year starting January 1 of the year foaled, not the actual birth date. For example, a horse foaled any time during 2004 is considered to be one year old on January 1, 2005. Prior to registration, and at any time thereafter, the Registry may require the owner of any horse to provide proof of age in form and substance satisfactory to the Registry, or the Registry may, in its discretion, elect to perform such tests or other examinations on any such horse, at its expense or at the expense of the owner to verify the age of the horse.

H. NAMES

1. Each animal for which Application for Registration is made must be given an acceptable name which does not conflict with the name of any other animal registered with the Registry, living or dead and which is approved by the Registry. A conflicting name is one which is judged to be too similar to an existing name either in spelling or pronunciation, e.g., Black Knight/Black Night. Adding "A", "An" or "The" to an existing name (effective 7/9/12) or removing "A", "An" or "The" from an existing name (effective 11/1/14) is judged to be too similar. The Registry may consider waiving this requirement for horses with the same or similar names with a foaling date of 40 years or more prior that (a) do not have registered progeny, and (b) are not Saddlebred Record (CH), World Champion horses, or Reserve World Champion horses.
2. The name may not exceed 35 characters, including letters, spaces and punctuation.
3. It is recommended that three name choices be provided on the application in order of owner's preference.
4. The Registry reserves the right to accept or reject any or all of the names submitted, whether for reasons of conflict or good taste, and also reserves the right to correct obvious misspellings.
5. The following are not allowed as part of a horse's name:
 - a. Numerical prefixes or suffixes: Numerals;
 - b. "Jr." and "Sr." as suffixes;
 - c. Diacritical marks;
 - d. Punctuation marks as prefixes;
 - e. Initials added as a prefix or suffix to a name already in use, e.g. Wing Commander G.G.
6. Any available name may be reserved with the Registry and will be reserved for a period of twelve (12) months. A fee will be assessed for each name reservation.
7. The same person/entity that has used a name to register a horse may reuse the same or similar name, if the originally named horse is still listed in their Recorded Ownership and has been listed as deceased in Registry records and does not have any registered progeny or show records. (Effective 7/10/20)

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

I. ARTIFICIAL INSEMINATION

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

J. TRANSPORTED SEMEN

1. Breeding is allowed using transported semen which is defined as any breeding by artificial insemination which takes place at a location other than the premises where the stallion from which semen is used is standing.
2. Fresh cooled or frozen semen may be used.
3. The use of frozen semen collected from a stallion that has died or been castrated after January 1, 1995, will be allowed provided that the Registry must receive notification signed by a licensed veterinarian within 30 days of the death or castration of the stallion and a statement signed by the Recorded Owner or person to whom proper authority has been given stating the location of the semen which is to be used. Annual Stallion Service Reports and Breeder's Certificates must continue to be filed by the stallion's Recorded Owner or person to whom proper authority has been given during the period the semen is allowed to be used.
4. Falsifying transported fresh cooled or frozen semen records or failing to report a breeding by use of transported semen or the date of death or castration of a stallion are considered as violations of the rules of the Registry, and any violator shall be subject to charge as outlined in Section XIII.

K. ASSISTED REPRODUCTION

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

1. Effective February 21, 2004, there shall be no limitations on the number of foals that may be registered per donor mare.
2. The Certificate of Registration for a foal subject to assisted reproduction will note that the foal is the result of assisted reproduction.
3. The Registry has the right to inspect and check all or any practices of any party using or intending to use assisted reproduction.
4. The burden of proof as to true parentage is to be borne by the applicant for registration, and any question of parentage shall be resolved against registration of a foal carried by a carrier mare through assisted reproduction.
5. The owner(s) of the donor mare at the time an embryo is transferred to a carrier mare shall be the original owner(s) of a foal which is the product of assisted reproduction.

6. If an unregistered foal which was produced by embryo transfer has been purchased, the “Unregistered Foal Transfer” form on the registration application must be completed in accordance with [Section V.C.1.c.](#) by the Recorded Owner of the dam, the authorized agent(s), or lessee of the dam at the time of embryo transfer to register the foal in the name of the purchaser.
7. Any party using embryo transfer shall furnish to the Registry a signed statement certifying the date of the transfer, which statement shall contain the veterinarian’s contact information. The certification shall accompany the application for registration of the horse. The Registry is authorized to contact such person or the facility where the embryo transfer was performed, concerning the embryo transfer.

L. CLONING

Until the Association 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 no more than four (4) times during the lifetime of that horse provided that:

1. No foals have been registered from the horse in question, whether it be a mare or a stallion.
2. The horse has not been designated as a Saddlebred Record Champion.
3. If the horse’s name includes a registered farm name, written permission from the owner(s) or authorized agent(s) of the farm is required to remove a registered farm name as a prefix from the horse’s registered name. Otherwise, the horse’s name may be changed but the registered farm name will remain as a prefix as part of the name. See [Section IX. Registered Farm Names](#).

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. - Names](#).

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 purchaser files an affidavit 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.
2. If the purchaser is not indicated in the Registry records to be the Recorded Owner, proper transfer reports must be provided as specified in [Section V](#).
3. 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. RE-REGISTRATION CERTIFICATES

1. Re-registration 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. re-registration requires that a new Application for Registration be completed in accordance with Section III.A.
2. New hair samples and such other documentation, tests, evidence or other information as required by the Registry must be submitted for parentage verification. The expense of the DNA testing shall be borne by the applicant. A re-registration fee must accompany the application. The Registry must also be provided with the original Certificate of Registration before a re-registration 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 DNA and/or other records, the owner will be notified and shall return the Certificate of Registration to the Registry for correction, or a notice of a corrected certificate may be issued by the Registry where necessary to correct the record without regard to the requirements of Paragraph 1.
4. When the Registry receives DNA results and other evidence identifying a different parentage from the one listed for a horse, the Recorded 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 /or DNA results and other evidence received by the Registry pursuant to Paragraphs 3 and 4 of this subsection confirm that the listed parentage for a horse is incorrect but do not identify the correct parentage, then the Registry will record no transactions involving such horse until its correct parentage is verified.
6. The Registry expressly reserves the right to alter or cancel a certificate at any time in cases where any information upon which it is based should be found inaccurate. In any such case, the Registry shall not be responsible for any loss or damage which may result to any holder of this certificate.

E. CHANGE OF COLOR, MARKINGS, FOALING MONTH, REMOVAL OF SCARS OR BRANDS OR CORRECTION OF THE DATE OF TRANSFER, INDIVIDUAL OWNER NAME CHANGE

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

1. Correction of an original Certificate of Registration may be obtained by the current Recorded Owner filing a duly notarized affidavit indicating the specific change requested. The affidavit is to be accompanied by the necessary fee, plus four current color photographs of the animal, showing both sides, front, and rear views.
2. When a significant correction in the description of a horse is requested, positive identification may be required if the ownership is no longer recorded in the name of the original owner.
3. If the application for a corrected certificate contains a discrepancy of such a nature as to bring into question the identity of the animal, the Registry may require inspection of the animal and/or parentage DNA testing.
4. To correct the date of a transfer recorded with the Registry, it is required that the Registry be provided with signed statements from BOTH seller and buyer giving the correct date of transfer and such other documentation the Registry may request. The Registry must be provided with the original certificate and any applicable fees in order to issue a corrected certificate.
5. To correct the name of an individual owner whose name has been changed because of change in marital status or other reasons, the Registry must be provided with the original certificate, any applicable fees in order to issue a corrected certificate, and any other documentation the

Registry may request. Changes of ownership entities involving another person(s), however, are considered transfers of ownership, not corrections.

F. EXEMPT CORRECTIONS

1. 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.
2. For markings and color corrections for new registrations, the owner may return the certificate, for no additional charge, if submitted within twelve (12) months of the foaling date. Current color photos must accompany the certificate.

G. GELDINGS AND SPAYED MARES

When a stallion has been gelded or a mare spayed, this information shall be reported to the Registry office. There is no fee associated with this report. It is not necessary to send the Certificate of Registration, this information will be added to the certificate the next time it is received in the Registry office for any business transaction.

H. NOTATION OF DEATH

Upon the death of a registered American Saddlebred, a statement signed by the Recorded Owner or the owner's authorized agent(s) indicating the date of death, registered name and registration number of the deceased horse shall be sent to the Registry office.

I. RIGHT TO CANCEL CERTIFICATE

All original recorded owner(s) of a registered American Saddlebred horse may, if the original recorded owner(s) continues to be the owner(s), cancel its Certificate of Registration by surrendering the Certificate to the Registry together with a signed statement requesting cancellation. However, a Certificate of Registration cannot be cancelled if any foals have been registered from the horse in question, whether it be a mare, a gelding, or a stallion. After cancellation of the registration certificate, the certificate may be reissued or reinstated only upon the written request of the person(s) who previously submitted the request for cancellation (or the administrator of his or her estate). Anything in these rules to the contrary notwithstanding, the Registry expressly reserves the right to alter or cancel a certificate at any time in case any information upon which it is based should be found inaccurate. In any event, under no circumstances will the Registry be responsible for any loss or damage resulting from any inaccurate information contained on any certificate.

SECTION V. TRANSFER OF OWNERSHIP

A. CHAIN OF OWNERSHIP

Subject to the exceptions contained within these rules and regulations, every transfer of ownership of a registered American Saddlebred must be recorded with the Registry. A complete and correct chain of ownership must be maintained.

B. BUYER AND SELLER RESPONSIBILITIES

Buyers are cautioned to inspect a horse's official Certificate of Registration prior to purchase of the horse to see that the seller's name is the last Recorded Owner listed on the certificate. The seller is responsible for recording all transfers of ownership with the Registry (including all unrecorded back transfers) and for payment of all fees necessary to record such transfers unless other agreement has been reached in writing 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 ensure prompt service and to reduce the possibility of

complications in processing the transfer. The use of written sale contracts is encouraged for transactions involving American Saddlebred horses.

C. PROCEDURE TO RECORD TRANSFER OF OWNERSHIP

1. Transfer of Horse

To record transfer of ownership of a registered American Saddlebred, one party must be a current ASHBA member in good standing; if not, a non-member transaction fee must be paid. In the event back transfers are required to record the chain of ownership, the late fee only applies to one (1) transfer transaction and the other transfers are exempt from the payment of late fees.

- a. To transfer the Recorded Ownership of a registered American Saddlebred horse, the Registry must be supplied with the following:
 - i. Original Certificate of Registration;
 - ii. Properly completed transfer forms;
 - iii. Required fees. Important: Transfers shall be completed and signed by the seller or the seller's authorized agent(s). Erasures or alterations will void the transfer form; and
 - iv. Such other information as the Registry may request.
- b. A special transfer of ownership fee will apply for two (2) or more transfers submitted at one time where ownership is being transferred to the estate, trust, or legal heir(s) of a deceased Recorded Owner, pursuant to probate court order, or where ownership is being transferred into a trust, partnership, corporation or limited liability company and the transferor is the Recorded Owner.
- c. For animals not yet registered, transfer endorsement completed in the handwriting of the seller (or the seller's authorized agent(s)) is to be made on the Unregistered Foal Transfer Report on the Application for Registration form. If the Unregistered Foal Transfer Report is completed within 12 months of the foal's birth, there is no charge for transfers made prior to the registration of the horse. If, however, the Unregistered Foal Transfer Report is not completed and filed with the Registry within 12 months of the foaling date, an unregistered foal transfer fee must be paid for each unregistered foal transfer report.
- d. 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.

2. Transfer of Frozen Semen

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

D. AUCTIONS AND SALES COMPANIES – RECOGNIZED BY AMERICAN SADDLEBRED HORSE AND BREEDERS ASSOCIATION, INC.

1. Auctions or sales companies may apply to the Registry for designation as a recognized sale. Such auctions or sales companies shall be bound by the following procedures and must utilize the designated forms for transferring the registered American Saddlebred horses sold pursuant to the recognized sale.
2. Before a horse is sold at a recognized auction, the sales company has the responsibility to determine that the horse being sold is properly registered in the name of the consignor, or that an unbroken chain of ownership transfers is presented with the consignment documents. No

gaps in ownership will be recognized by the Registry. Conditionally registered horses and conditionally transferred horses may not be sold through a recognized sale.

3. The seller shall deliver the Certificate of Registration to the sales company who shall be authorized and instructed by the seller to complete and sign the transfer form as the seller's agent(s), giving the name and address of the buyer and date of sale.
4. A special auction transfer form for "Animals Sold at Recognized Public Auction" is for use by recognized public sales agents only. This special transfer form will be accepted by the Registry only if it has been completed entirely by the authorized agent(s) of the sales company. The actual date of the sale and the purchaser as of that date must be furnished by the sales company.
5. The sales company is responsible for the cost of transfer where a horse is sold through a recognized auction. The transfer fee will be withheld from sellers' proceeds. Seller shall instruct the management of the auction to withhold the transfer fee from the sale's proceeds and remit it directly to the Registry with the letter of authority, certificate and completed transfer form.

E. TRANSFER WITHOUT SIGNATURE OF RECORDED OWNER

1. Unbroken Chain of Ownership – Transfers by Operation of Law

Whenever legal title to a registered American Saddlebred passes to another by reason of death of the Recorded Owner, by enforcement of any lien, by order or decree of court, by dissolution of a partnership, limited liability company, or other legal entity, or otherwise by operation of law, the Registry shall transfer the registration of the horse to the new owner when presented with the following:

- a. A copy of the legal document effecting the transfer, such as a divorce decree, certificate of qualification of executor/personal representative of a deceased owner, seizure and transfer order, other court order, dissolution documents, or other satisfactory proof of authority for the transfer. Such documentation shall include sufficient description (name, registration number, sex, color, markings, and age) of the horse being transferred to enable the Registry to identify the horse.
- b. Payment of applicable fees;
- c. The original registration certificate; and
- d. Any other requirements which may be defined or required by the Registry in special situations. Upon request, the Registry will provide required language for court orders to order the Registry to transfer the registration of the horse from the Recorded Owner to the new owner.

2. Broken Chain of Ownership.

- a. If there are gaps in the chain of ownership and/or the current Recorded Owner fails to complete the required transfer documentation and ownership of a registered American Saddlebred is conveyed:
 - i. Pursuant to the seizure by a governmental agency pursuant to legal process;
 - ii. Pursuant to a legal adoption by a nonprofit rescue organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code;
 - iii. Pursuant to a lien foreclosure sale that is not part of a judicial process (e.g., agister's or stableman's lien);
 - iv. Pursuant to a bona fide sale pursuant to Uniform Commercial Code Sec. 2-403 (as in effect in the state in which the sale occurred), including auction sales not recognized by the Association pursuant to Section V.D. above; or
 - v. Pursuant to a direct sale by the Recorded Owner to the buyer;

and the requirements and process set forth below are met, the Registry may conditionally transfer the registration of the horse to the new owner.

- b. The new owner shall submit the following documentation regarding the registered American Saddlebred:

- i. An application that includes the name of the transferor and the new owner, the color, sex, and markings of the horse, and registered name, if known;
 - ii. Proof of horse identity (DNA) and four (4) color photos, and confirmation that the horse is a registered American Saddlebred;
 - iii. Payment of applicable fees;
 - iv. Documentary support for the validity of the transfer as a bona fide transfer, which may include a court order and/or bill of sale and/or legal opinion of an attorney licensed in the state in which the transfer occurred;
 - v. Indemnification agreement in favor of the Association; and
 - vi. Such other documentation or information as the Registry may request.
- c. Upon receipt of the completed documentation, the Registry will notify the last Recorded Owner of such horse to determine if the last Recorded Owner retains any legitimate/lawful claim of ownership of the horse.
- i. The notification shall be delivered to the last Recorded Owner at such person's address on file with the Registry by registered mail, return receipt requested. The notification shall notify such person that ownership of the horse has been conveyed, the acquirer has requested that a duplicate registration certificate be issued and/or the transfer of ownership to the acquirer be recorded with the Registry. The last Recorded Owner shall be requested to provide information and documentation of any retained legitimate/lawful claim of ownership of the horse.
 - ii. In the event the last Recorded Owner fails to respond within 21 days of the date of the first notification or if the letter is returned as undeliverable, the Registry shall send a duplicate letter to the last Recorded Owner. In the event the last Recorded Owner fails to respond to the second letter within 21 days of the date of the second letter or if the letter is returned as undeliverable, the Registry may, in its sole discretion record the conditional transfer of such horse to the new owner. See [Section III.B.2.](#) above. The Registry reserves the right, in all circumstances, to refuse to issue any duplicate certificates or record the transfer of any horse under this Section. The Registry may convene the Registry Rules Committee to decide whether to issue any duplicate certificates and record transfers under this Section.
- d. Provided the requirements of this Section V.E.2. have been met, including the payment of all fees and expenses, the Registry may issue a conditional transfer to the current owner of a currently registered American Saddlebred. Conditional transfers of registered horses are valid for nine (9) months; if within that time a valid claim is made to challenge the transfer, the conditional transfer will be cancelled. If no valid claim is made by the end of the nine (9) month conditional period, the transfer will be made permanent. During the period of a conditional transfer, no further transactions will be recorded concerning this animal, and no breeding of the animal will be recognized. Notice of conditional transfer will be published on the Association's website. Determination of the validity of any claim to challenge of the transfer will be made by the Registry Rules Committee in its sole discretion.

SECTION VI. SYNDICATIONS

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

1. A copy of the Syndicate Agreement shall be filed with the Registry.
2. A list of shareholders of the syndicate **MUST** be filed with the Registry. In the case that all shares have not been sold, this should be stated, and names provided of new shareholders as they become known.
3. The name of the person or persons designated as "Syndicate Manager" must be filed with the Registry. This is the person whose signature the Registry will honor for Breeder's Certificates,

Stallion Service Reports, Transfer Reports, and Applications for Registration, on behalf of the syndicate.

4. If the position of Syndicate Manager is voted on or appointed annually, or if the Syndicate Manager can be removed by vote or other means, a statement specifying these conditions must be filed with the Registry if the Syndicate Agreement is not supplied. The syndicated horse must be registered in the name of the syndicate itself. The normal transfer of ownership rules and fees apply as stipulated in Section V.

SECTION VII. NOTATION OF SECURITY INTEREST OR LIEN

The Registry shall use commercially reasonable efforts to note in its internal files evidence of a security interest, judicial or other lien or a release of a security interest or lien potentially affecting a horse registered with the Registry that may from time to time be provided to the Registry. The Registry shall have no duty, however, and specifically disclaims same, to:

1. take any steps to publicly record such documentation;
2. forward such documentation to any third party;
3. review such documentation for accuracy, effectiveness, compliance with law, perfection, or priority; (4) confirm the accuracy of any facts or statements of law reflected in such documentation; or
4. 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. Lienholders are advised to consult with applicable state law for the perfection of security interests of horses. Purchasers are advised to conduct lien searches prior to purchasing registered American Saddlebred horses.

SECTION VIII. LEASES AND CERTIFICATES OF ELIGIBILITY TO SHOW

A. LEASES

For a lease of a horse to be recognized by the Registry, written notice of its existence must be filed with the Registry office signed by both lessor and lessee, with all applicable fees. The notice must provide the effective date of lease and may provide a termination date. Otherwise, it may be terminated by written notice, giving termination date, signed by both lessor and lessee or by a properly executed transfer which shows a change of ownership from lessor to lessee. The notice must identify the horse to which the lease is applicable. Recording notice of lease authorizes a lessee to execute all documents in accordance with the terms of the lease. Enforcement against the lessee of limitation on use of the horse is solely the responsibility of the lessor.

B. CERTIFICATE OF ELIGIBILITY TO SHOW

1. United States Equestrian Federation (USEF) and the Association require that all horses be entered and shown under their registered names and in the names of their Recorded Owners. Notwithstanding the foregoing, a Certificate of Eligibility to Show may be issued to a person other than the Recorded Owner under the following circumstances:
2. The Recorded Owner of a horse may execute a Certificate of Eligibility to Show application indicating a Recorded Owner's permission for an identified horse to be shown under the name of the person so designated, which may include instances when a horse has been sold but prior to the completion of the prerequisites to the transfer of recorded ownership.
3. A Certificate of Eligibility to Show application must be filed with the Registry with applicable fees prior to the time the horse is shown. The Certificate of Eligibility to Show will be returned to the grantee with the office Registry seal affixed as endorsement that eligibility has been granted and has been recorded with the Registry. A copy of this Certificate and a copy of the horse's

registration certificate should be included with horse show entries to comply with current Association and USEF rules.

4. The Certificate may be terminated by the Recorded Owner at any time by notifying the Registry office and the person designated on the Certificate, in writing, stating that the Certificate is void as of a specified future date. Otherwise, Certificates of Eligibility to Show expire on November 30th, the last day of the USEF competition year, and a new application form and fee must be submitted to the Registry to be effective for the next USEF competition year.
5. If, after information and investigation, the Registry identifies a USEF rule has been violated in relation to a Certificate of Eligibility to Show, the Registry reserves the right to notify USEF of such violation and revoke any such Certificate.

SECTION IX. REGISTERED FARM NAMES

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

1. Use of the farm name selected has not already been exclusively granted;
2. The name applied for is not one to be considered in the public domain, such as "American," "Beauty," etc., and
3. Payment of a fee has been made for the registration of the farm name. Note: When a farm is sold, exclusive use of its registered name does not automatically pass to the purchaser. Written transfer or release of the registered farm name must be submitted to the Registry office by the person to whom exclusive use was originally granted. Application for exclusive use of that farm name must then be made by the purchaser together with the initial registration fee. Once a farm name has been registered, the Registry will recognize no other user except the registrant.
4. If a horse's name includes a registered farm name, written permission from the owner(s) or authorized agent(s) of the farm is required to remove a registered farm name as a prefix from the horse's registered name. Otherwise, the horse's name may be changed but the registered farm name will remain as a prefix as part of the name.
5. Such other information requested by the Registry is provided.

SECTION X. REGISTRY NOT LIABLE

1. The American Saddlebred Registry of the ASHBA, 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 ASHBA member or other person or for any other act or omission done or omitted by or on behalf of the American Saddlebred Registry.
2. The Registry relies on the accuracy of all information furnished it in connection with the registration and transfer of horses. The Registry is not responsible or liable for any erroneous registration, transfer, certificate or other document it issues as a result of false, incorrect or inaccurate information furnished to it. Anyone who knowingly furnishes such false, incorrect, or inaccurate information may be subject to charges of violation of these rules. Each person or entity who provides information to the Registry represents, warrants and certifies that such

information is correct in all material respects and each such person shall indemnify, defend and hold harmless the Registry, ASHBA and its officers, directors, committee members, employees, and contractors from and against any and all claims, damages, expenses, fees (including attorneys' fees and costs and expenses of appeal) and losses resulting from the Registry's use of such information.

SECTION XI. FEES

See website www.Saddlebred.com/aboutus/registry for the current fee schedule for transactions and other Registry business matters. The fee schedule will be updated from time to time by the Registry Council of the Association.

SECTION XII. FORMS

See website www.Saddlebred.com/aboutus/registry/asrforms/ for all currently approved forms. Forms are updated frequently and only current forms should be used for transacting business with the Registry.

SECTION XIII. HEARINGS, VIOLATIONS & PENALTIES

A. VIOLATIONS

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

1. Changing a Certificate of Registration;
2. Forging any statement, form, certificate, court or any other document presented to or filed with the Registry;
3. Making a false or fraudulent statement with regard to the age, sex, markings, foaling State or Country, breeding, pedigree, ownership or transfer of a horse;
4. 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;
5. 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;
6. Failure of a stallion owner or manager to supply a Stallion Service Report to the Registry by October 31st of the current breeding season or making a false statement on the Stallion Service Report;
7. Falsely representing a horse as a registered horse;
8. 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;
9. Refusal of an owner to permit DNA testing;
10. Failure to submit required transfer documentation and fees for the sale of a registered American Saddlebred;
11. Conviction under federal, state, or municipal law of cruelty, neglect, or other inhumane treatment of a horse, or the judicial confiscation of a horse; or
12. Committing any other act in violation of the Bylaws of the Association and Rules of the Registry or not in the best interest of the Registry.

B. PENALTIES

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 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, as follows:
 - i. Such person shall not register any horse with the Registry or transfer any registered horse.
 - ii. 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.
 - iii. The Registry shall not accept the signature of such person on registration applications or Breeder's Certificates during the suspension period, nor on Stallion Service Reports evidencing breeding taking place during the suspension period.
 - iv. Such person's 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 to bona fide purchasers and not made with the intention of circumventing the penalty.
 - v. Written leases filed with the Registry prior to the time of suspension covering horses owned by the suspended person shall be valid 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 may constitute grounds for further disciplinary action.
 - c. *Monetary Fine*. A monetary fine in such amount as the Registry Rules Committee shall determine.
 - d. *Required DNA Testing*. DNA testing of any or all of the horses currently or previously recorded in such person's name at such person's expense by a laboratory recognized by the Registry.
 - e. *No Issuance of Certificates of Registration*. The Registry may refuse to issue Certificates of Registration in the name of such person and any other person affiliated with such person. For purposes of this subsection, "affiliated with" means directly related to (parent (including step), child (including step), spouse, or sibling (including step or half)), and any entity owned by or under common control with, such person.
 - f. *Suspension/Termination of Membership*. Request that the Board of Directors of the Association suspend or terminate the membership of such person in the Association.
 - g. *Other Penalties*. Such other penalty or penalties as the Registry Rules Committee shall deem necessary or appropriate.
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 Rules Committee. The Registry Rules 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 Rules Committee shall keep written minutes of its proceedings, along with all pleadings, documents, and transcripts of proceedings, which shall be available to the Registry Council and the Board of Directors of the Association.

1. **Complaint**. A complaint of violation may be made by a member or by a member of the Board of Directors, officer, or employee of the Association (complaints brought by Board members, officers, and employees of the Association are brought in the name of the Registry). The complaint must be:
 - a. In writing;
 - b. Signed by the person making the complaint with name and address provided;
 - c. Addressed to the Registrar;
 - 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 ASHBA (not applicable in the case of complaints filed in the name of the Registry);
 - h. Received by the Registrar by the thirtieth (30th) day following the date on which the alleged violation occurred or was discovered.

2. **Notice of Complaint**. Within thirty (30) days after receipt of a properly filed complaint, the Registrar shall refer the complaint to the Registry Rules Committee and shall serve a copy of the complaint and accompanying materials on the respondent by personal delivery or by mail, postage prepaid, to the respondent'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 complaint, together with a list of the names and addresses of any witnesses that 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 complaint that fails to comply with the requirements set forth in Section XIII.C.1.

3. **Investigation**. At its discretion, the Registry Rules Committee may conduct an independent investigation of any charge of violation, may interview witnesses, and may present evidence concerning any charge.

4. **Administrative Review**. After the time for filing the response provided in Section 2 has expired, the Registry Rules Committee shall undertake a review of the charge to determine whether a hearing shall take place. In the event the Registry Rules Committee determines that a hearing shall not take place, the Registry Rules 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 Rules Committee and (a) dismiss the complaint, or (b) impose whatever penalties it deems appropriate. In the event the Registry Rules Committee decides the matter without a hearing, and the Registry Rules Committee determines that the resolution of the matter is in the best interest of the purity of the breed, it may refund all or a portion of the filing fee. When the Registry Rules 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 Rules 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 Rules 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 Rules Committee 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.
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 Rules Committee (or the Registry Council or Board of Directors in the event of an appeal under Section XIII.C.12.) for good cause shown.
8. **Burden of Proof**. The person making the complaint has the burden of proof by a preponderance of the evidence.
9. **Record**. A written ruling shall be made after each hearing which shall include the Registry Rules 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 Rules Committee 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 ten (10) days of the receipt of the ruling. Rehearing will be granted only at the discretion of the Registry Rules Committee.
12. **Appeals**.
 - a. *Appeal to Registry Council*. A party may appeal any action of the Registry Rules Committee to the Registry Council of the Association. 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 Rules Committee's written ruling. The written appeal shall be accompanied by a filing fee made payable to the ASHBA and shall specify the specific reasons for the appeal and the relief sought. The Registry Council may not receive any new evidence. All appeals shall be heard by a quorum of the Registry Council. If a majority of the members of the Registry Council 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 Rules Committee's interpretation of the rules of the Registry is clearly erroneous or that the Registry Rules Committee otherwise abused its discretion, the Registry Council may modify or reverse in whole or part the written ruling, or may remand the matter to the Registry Rules Committee for further proceedings consistent

with the Registry Council's decision on appeal. Otherwise, the Registry Council shall affirm the written ruling and deny the appeal. The Registry Council shall render its decision in writing and serve a copy of such decision upon the parties to the appeal.

- b. *Appeal to Board of Directors.* A party may appeal the decision of the Registry Council to the Board of Directors of the Association. 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 Council's written ruling. The written appeal shall be accompanied by a filing fee made payable to the ASHBA and shall specify the specific reasons for the appeal and the relief sought. 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 members 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 Council's interpretation of the rules of the Registry is clearly erroneous or that the Registry Council 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 Rules Committee for further proceedings consistent with the Board of Director's 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.
- c. *Decisions Not Appealed.* In the event there is no appeal from the determination of the Registry Rules Committee or the Registry Council, as applicable, the determination shall be reported to the Registry Council and/or the Board of Directors, as applicable, and the penalties imposed enforced and implemented by the appropriate staff members of the Association.

13. Temporary Suspension. The 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 Rules Committee, whichever is sooner. The Registry Rules Committee may, at its discretion, terminate or 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; upon depositing in the U.S. mail or with a nationally recognized delivery service (e.g., UPS, FedEx), 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 ASHBA Members. The Executive Director shall publish the names of penalized parties and the penalties imposed in the Association's official publication or website.

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 Association Board of Directors, upon the recommendation of the Registry Rules Committee and/or the Registry Council shall have the right to waive any requirement of the rules for registration when the

Board determines (i) there has been substantial compliance with these rules and (ii) extraordinary or unusual circumstances exist warranting registration.

SECTION XIV. REGISTRY INFORMATION

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

Approved and Adopted by the Registry Rules Committee: _____, 2022

Ratified and Adopted by the Registry Council: _____, 2022

Ratified and Adopted by the Association Board of Directors: _____, 2022

DRAFT