



RULES OF THE  
ROCKY MOUNTAIN  
HORSE  
ASSOCIATION

## **Section 1**

Membership .....	8
1. Junior Member .....	8
2. Single Member .....	8
3. Family Membership .....	8
4. Legal Entity Membership .....	8
5. Process of Obtaining Membership (Amended January 30, 2013) .....	8
6. Membership Renewal (Amended January 30, 2013) .....	9
7. Grace Period (Amended January 30, 2013) .....	9
8. Renewal of Dues for Board Members and Other RMHA Officials .....	9
9. Applications: .....	9
A. All Applications .....	9
B. Single Membership: .....	10
C. Family Membership: .....	10
D. Junior Member: .....	11
E. Legal Entity: .....	11
10. Delinquency in Financial Responsibilities: .....	12
11. Financial Transactions between the Association and Members .....	13
12. Access of Members to the Books and Records of the RMHA.....	14
13. Petitions for Purposes of Disciplinary Procedures and Overturning Board Decisions (Approved August 17, 2013).....	14

## **Section 2**

Conduct of RMHA Meetings (Amended November 13, 2010) (Amended January 21, 2012) .....	15
---	----

## **Section 3**

Rules of Establishment of Affiliated Rocky Mountain Horse Clubs .....	15
1. The Process of Establishment .....	15
2. Requirements for Affiliation .....	16
3. Information on IRS Filings. ....	17
4. Rights to Be Extended .....	18

5. Board Communication with Affiliated Clubs (Amended January 24, 2015) .....	18
6. Termination or Imposed Sanctions of Affiliated Clubs .....	18

#### **Section 4**

Nomination of Board and Petition Candidates (Amended November 13, 2010) (Amended April 16, 2011) (Amended August 13, 2011) (Amended November 12, 2011) .....	18
--	----

1. Formation of Nominating Committee: (Amended August 13, 2011) .....	18
2. Procedures of Nominating Committee: .....	19
3. Qualifications for Nomination: (Amended July 15, 2015) .....	19

EXPECTATIONS FOR RMHA NOMINATION .....	20
--	----

President: .....	20
------------------	----

Vice President: .....	20
-----------------------	----

Secretary: .....	20
------------------	----

Treasurer: .....	20
------------------	----

Hearing Panel Member: .....	21
-----------------------------	----

Director of Examiners: .....	21
------------------------------	----

Member at Large: .....	21
------------------------	----

4. Publication of Nominations and Petitions (Amended November 12, 2011) .....	22
---	----

5. Ballot Indicating Nominated and Petition Candidates .....	22
--	----

6. Requirement of Good Standing and Only One Position .....	22
---	----

7.The Ballot for the Election of Members of the Board and Hearing Panel (Amended April 16, 2011) (Amended July 15, 2015).....	22
---	----

#### **Section 5**

Performance and Code of Conduct and NON Disclosure Agreement Guidelines (Amended Nov. 13, 2010, Amended Oct. 20, 2018).....	23
---	----

1. Requirement for Understanding Processes.....	23
---	----

2. Attendance at Meetings.....	23
--------------------------------	----

3. Prohibition of Being a Member of another Board.....	23
--	----

4. Execution of Duties.....	23
-----------------------------	----

5. Acceptable Behavior.....	24
-----------------------------	----

6. Confidential Information.....	24
7. Unfair Advantage Prohibited.....	24
8. Improper Influence of Judges.....	24
9. Favoritism Prohibited.....	24
10. Dissemination of Confidential Information Prohibited.....	24
11. Conflict of Interest.....	24
12 .RMHA Contracts (Amended November 2012).....	25

## **Section 6**

Standing Committees: Committee Membership, Responsibilities and Duties .....	25
1. Committee Membership and Attendance .....	25
2. Responsibilities .....	25
3. Standing Committees (as of this revision).....	25
4. Duties .....	26
A) Finance Committee. ....	26
B) Genetics Committee. ....	26
C) International Show Committee (Amended January 21, 2017) .....	26
D) Marketing & Public Relations Committee. ....	29
E) Membership Committee. ....	29
F) Publications Committee.....	29
G) Registration Advisory Committee. ....	29
H) Rules Committee.....	29
I) Show Advisory Committee. ....	30
J) Show Judging Committee (Amended June 18, 2016). ....	30
K) Trail Committee.....	31
L) Youth Committee. ....	31
M) Charles Kilburn Society Committee (Amended October 13, 2012) (Amended January 24, 2015).....	31

## **Section 7**

Horse Protection Act .....	32
----------------------------	----

## **Section 8**

Complaints, Requests for Resolution and Disciplinary Action .....	32
1. Preliminary Review (Amended January 30, 2013) .....	32
2. Disciplinary Hearings .....	33
3. Notice of Disciplinary Hearings .....	33
4. Cause for Discipline .....	33
5. Penalties .....	33

## **Section 9**

Sworn Statement .....	34
-----------------------	----

## **Section 10**

Closed Session of the Board of Directors and Hearing Board .....	34
1. Closed Sessions Called .....	34
2. Announcement of Matters in Closed Session .....	34
3. Minutes in Closed Session .....	34

## **Section 11**

Publication of Official Rocky Mountain Horse Association Material .....	35
1. Publication of Official Information.....	35
2. Request for Publication, Requirements .....	35
3. Submission of Document for Publication .....	35
4. Headquarters Duty .....	36
5. The Rocky Mountain Horse Magazine .....	36
A) Purpose .....	36
B) Publisher (Amended November 13, 2010) .....	36
C) Advertising (Amended November 13, 2010) .....	37
D) Articles (Amended November 13, 2010) .....	37
E) Association Content .....	38

6. The Rocky Mountain Horse Web Site .....	38
A) Purpose (Amended November 13, 2010).....	38
B) Website Provider (Amended November 13, 2010) .....	39
C) Advertising (Amended November 13, 2010) .....	40
D) Articles .....	40
E) Business Allocation .....	41
 <b>Appendix Section</b> .....	 42
Exhibit A; Board Members Code of Conduct	
Exhibit B: Non Disclosure Agreement	
Exhibit C: Committee Members Code of Conduct	

## **Rules of the Rocky Mountain Horse Association**

As of 5/12/06

As of Feb. 28, 2009

Amended Nov. 13, 2010

Amended April 16, 2011

Amended August 13, 2011

Amended November 12, 2011

Amended January 21, 2012

Amended October 13, 2012

Amended January 30, 2013

Amended August 17, 2013

Amended January 24, 2015

Amended July 15, 2015

Amended June 18, 2016

Amended January 21, 2017

Amended June 17, 2017

Amended October 20, 2018

Amended January 16, 2019

Amended January 18, 2020

## **Section 1**

### **Membership**

#### **1. Junior Member**

- A. Must have a parent or legal guardian who is of their majority who has executed an agreement to be responsible for the actions of the applicant minor and that the minor will abide by the Bylaws and Rules of the RMHA.
- B. Must have been accepted by the Board as a member.

#### **2. Single Member**

- A. Must abide by the Bylaws and the Rules of the RMHA.
- B. Must have been accepted by the Board as a member.

#### **3. Family Membership**

- A. Must abide by the Bylaws and the Rules of the RMHA and agree that the adult family members shall be responsible of the actions of the minor members of the family, that they assume full responsibility for and hold harmless the RMHA for any actions of the minor that may occur during RMHA sponsored events, and that they will submit the minor members of the family to the disciplinary process of the association without consideration of the involved dependent's minor status.
- B. Must have been accepted by the Board as a member or as part of a Family Membership. The adult member(s) must be identified by name on the application. There may not be more than two (2) adult members per Family Membership. Minor members of the family must be identified on the application by name and age. A member of the family who has attained the age of 18 must obtain Single Membership, if desired, even if the family holds a lifetime membership.

#### **4. Legal Entity Membership**

- A. An authorized individual must agree that the entity in all of its dealings will conform to the Bylaws and the Rules of the RMHA.
- B. Must have been accepted by the Board as a membership.

#### **5. Process of Obtaining Membership (Amended Jan. 30, 2013)**

##### **A. Application Process**

- 1) Submit an application appropriately signed with the required membership fees to the National Headquarters of the RMHA.
- 2) The Headquarters upon the receipt of the application shall open a member file in the name of the applicant(s) and note the date the application was received, extract the appropriate data from the application for the electronic files and ascertain that all needed information was contained on the application. If there is any defect in the application the applicant will be contacted for completion. The



date of membership will be determined by the date the completed application is received. A membership number shall be assigned to each membership. For family memberships a number shall be assigned with the adult members of the family identified by the issuance of a membership number. The RMHA Database shall link family memberships by relationship.

- 3) The Headquarters will submit the new membership applicant member's name, home address, mailing address and phone number to the Board at the next regular scheduled Board meeting for the Board's review for approval or rejection.

#### 6. Membership Renewal (Amended January 30, 2013)

Any member who fails to renew their membership prior to the end of their 30 day grace period following the end of their membership shall be subject to the Process of Attaining New Membership.

#### 7. Grace Period (Amended Jan. 30, 2013)

Any person holding an active (Current) membership in the preceding calendar year shall retain all membership privileges, except as they may be specifically limited by other sections of these rules, during the grace period for paying the current years dues. That grace period shall end 30 days following the end date of their membership. During this grace period a member shall have all rights and privileges to which they are entitled.

#### 8. Renewal of Dues for Board Members and Other RMHA Officials

Members of the Board of Directors of the RMHA, RMHA Examiners, or any committee member shall pay their dues for the current calendar year no later than the end of their 30 day Grace Period following the end date of their membership. Failure to do so can result in removal from the position held. At any time after the 30 day Grace Period a Board/Committee member or Examiner that has dues that have not been paid, they may not act in the official capacity to which they are entitled. No person may be nominated for, placed on the ballot by petition or be elected by write in ballot who is not a member in good standing of the Association, nor to more than one position.

#### 9. Applications

##### A. All Applications

All membership application forms must contain:

- 1) The full name, last, first, middle initial, of the person or persons making application;
- 2) The applicants full mailing address;
- 3) Daytime and evening telephone numbers and E-mail address;
- 4) A box to check if the applicant does not desire to have his personal data given out in mailing list for non-Association business;
- 5) A statement of acceptance of RMHA rules appropriate to the application type as noted Hereafter;

- 6) A statement that the undersigned acknowledges the inherent risks involved in riding and working around horses, which risks include serious bodily injury or death from using, riding or being in close proximity to horses, among other risks, and further, that both horse and rider can working around horses, which risks include serious bodily injury or death from using, riding or being in close proximity to horses, among other risks, and further, that both horse and rider can be injured in normal use or in competition and schooling and; 7) Appropriate signature line(s).

#### B. Single Membership

- 1) The Single Membership application must have the basic information noted under

All Applications and the following release for single members:

By submitting this application I agree, as a condition of acceptance, to abide by the Bylaws, Rules and regulations of the Rocky Mountain Horse Association. I agree to cooperate with the disciplinary processes of the Rocky Mountain Horse Association and comply with any final applicable decisions determined by that process. I hereby agree to indemnify and hold harmless the officers, directors, employees or agents of the RMHA from and against all claims, including any injury or loss suffered during or in connection with any activities relating to the Rocky Mountain Horse Association or as a result of their carrying out their duties, whether or not such claim, injury, or loss resulted directly or indirectly, from the negligent acts or omissions of the aforementioned individuals, companies, or their employees or agents, except for criminal acts, willful or intentional misconduct or wanton or reckless disregard for human rights or safety,

#### C. Family Membership

- 1) In addition to the information required under All Applications the Family Membership application form must include: a) a space for an additional adult applicant with a check off box for "Spouse" and for "Other", after the second adults name; b) at least four lines indicating dependent children's name (last, first) space for age, and space for relationship to adult. Following this statement, "Attach additional pages if necessary".

- 2) The following release for family members must be included:

By submitting this application I/we agree, as a condition of acceptance, to abide by the Bylaws, Rules and regulations of the Rocky Mountain Horse Association. I/we agree to cooperate with the disciplinary processes of the Rocky Mountain Horse Association and comply with any final applicable decisions determined by that process. In addition, I/we will assume full responsibility for all acts committed by the minor members of our family and further agree that minor members of our family will also cooperate with the disciplinary processes of the Rocky Mountain Horse Association and comply with any final applicable decisions determined by that process without

consideration of their minor status. I/we for ourselves and on behalf of the minor members of our family hereby agree to indemnify and hold harmless the officers, directors, employees or agents of the RMHA from and against all claims, including any injury or loss suffered during or in connection with any activities relating to the Rocky Mountain Horse Association or as a result of their carrying out their duties, whether or not such claim, injury, or loss resulted directly or indirectly, from the negligent acts or omissions of the aforementioned individuals, companies, or their employees or agents, except for criminal acts, willful or intentional misconduct or wanton or reckless disregard for human rights or safety.

#### D. Junior Member

In addition to the information noted in All Applications the following information will be required:

- 1) Sponsoring Adult's, last name, first name, middle initial;
- 2) Sponsoring Adult's full mailing address, day and evening telephone number and Email address;
- 3) A place for the signature of the Sponsoring Adult and a line under that for the signature of the applicant.
- 4) The following acceptance statement and release must be included:

I/we the parent(s)/legal guardian(s) of the applicant Junior Member ( under age 18) by submitting this application, as a condition of acceptance, agree to make all effort and do all things necessary to assure that the Junior Member will abide by the Bylaws, Rules and regulations of the Rocky Mountain Horse Association.

In addition I/we will assume full responsibility for all acts committed by the Junior Member and further agree that I/we and the Junior Member will cooperate with the disciplinary processes of the Rocky Mountain Horse Association and comply with any final applicable decisions determined by that process without consideration of their minor status. I/we for ourselves and on behalf of the Junior Member hereby agree to indemnify and hold harmless the officers, directors, employees or agents of the RMHA from and against all claims, including any injury or loss suffered during or in connection with any activities relating to the Rocky Mountain Horse Association or as a result of their carrying out their duties, whether or not such claim, injury, or loss resulted directly or indirectly, from the negligent acts or omissions of the aforementioned individuals, companies, or their employees or agents, except for criminal acts, willful or intentional misconduct or wanton or reckless disregard for human rights or safety.

#### E. Legal Entity

This application must contain:

- 1) The full legal name of the entity followed by
- 2) The full mailing address, telephone number and E-mail address.
- 3) In addition a space to indicate State of Incorporation must be included.
- 4) There must be a space for the name, last, first, middle initial, and address of the entity's Registered Agent as registered with the Secretary of State in the State of incorporation.
- 5) The basic information as listed under All Applications must be listed.
- 6) The application must contain the following statement and a place to sign by the person making application for the Legal Entity:
 

By submitting this application the undersigned Legal Entity agrees, as a condition of acceptance as a Legal Entity Member, to abide by the Bylaws, Rules and regulations of the Rocky Mountain Horse Association. The undersigned Legal Entity agrees to cooperate with the disciplinary processes of the Rocky Mountain Horse Association and comply with any final applicable decisions determined by that process. The undersigned Legal Entity agrees to indemnify and hold harmless the officers, directors, employees or agents of the RMHA from and against all claims, of the Legal Entity or it's officers, directors, employees or agents, including any injury or loss suffered during or in connection with any activities relating to the Rocky Mountain Horse Association or as a result of their carrying out their duties, whether or not such claim, injury, or loss resulted directly or indirectly, from the negligent acts or omissions of the aforementioned individuals, companies, or their employees or agents, except for criminal acts, willful or intentional misconduct or wanton or reckless disregard for human rights or safety.
- 7) The signature line shall contain a description of the legal capacity in which the person is signing and a statement that the person signing is duly authorized. To be in compliance with the requirements of the Associations insurance carrier all applications must contain, in the individual specific release statements, the following wording contained in Kentucky state law:
 

Warning: Under Kentucky Law, a farm animal activity sponsor, farm animal professional, or other person does not have the duty to eliminate all risk of injury of participation in farm animal activities. There are inherent risks of injury that you voluntarily accept if you participate in farm animal activities.

KRS 247.4027

#### 10. Delinquency in Financial Responsibilities

- A. The treasurer shall see that the following measures are taken in the process of removal of a member from membership for delinquency in the payment of financial responsibilities.
  - 1) 30 days after the failure of a member to satisfy a financial responsibility to the RMHA the treasurer will cause a personal notice in writing to be sent to the member delinquent in their financial responsibility by mailing notice deposited in the U.S. mail,

first class postage prepaid, notifying them of their delinquency and requesting payment.

2) 60 days after the failure of a member to satisfy a financial responsibility to the RMHA the treasurer shall cause the names of those members who are delinquent to be published in the Newsletter.

3) Immediately following 90 days after the failure of a member to satisfy a financial responsibility to the RMHA the treasurer shall present the members name to the Board for action at its next meeting be it either special or regular.

4) Following Board action the treasurer will cause a notice to be sent by mailing such notice deposited in the U.S. mail, first class postage prepaid, to the member removed from member status.

5) After 120 days, with Board approval, which may be given at the time of resignation for removal from membership status, the Treasures may institute collection procedures to secure payment of moneys due the RMHA

#### B. Management of Defective Checks

The following rules shall apply only in those instances when checks are returned to the Treasures of the RMHA AND the involved individual has made proper restitution including any surcharge imposed by the Associations bank within 60 days. Notification of the individual involved must be by certified mail, return requested. Those who do not make restitution in 60 days, will be placed on a "cash only" basis regardless of the number of checks involved.

1) Members who have two (2) instances that result in returned checks within a 12-month period will automatically be assigned a "CASH ONLY" financial status for a minimum period of 12 months. Notice will be sent by the RMHA Treasurer to the member with the date member may will automatically be assigned a "CASH ONLY" financial status for a minimum period of 12 months. Notice will be sent by the RMHA Treasurer to the member with the date member may apply for reinstatement. Payment for RMHA transactions will be accepted in the form of cash, money orders, cashier or certified checks only.

2) Members on a Cash Only Basis may send a written request to the Secretary of the RMHA, to be presented to the RMHA board for check writing privilege reinstatement after their ineligibility period is over.

3) If a member that has had check writing privileges reinstated has any subsequent transaction that results in another returned check, that member will be automatically put on a CASH ONLY basis again and will not be permitted to apply for check writing privileges for a minimum of two years. After the two year period has elapsed, the member may send a written request to the RMHA Secretary, who will present it to the Board for check privilege reinstatement.

### 11. Financial Transactions between the Association and Members

A. Unless other specified by the Board, all financial responsibilities of a member to the Association shall be on the basis of full payment at the time of service/purchase. In those

instances where the Board authorizes invoicing of members for services or goods the invoice presented shall clearly state the payment is due on receipt of the invoice and that any invoice not satisfied by thirty (30) days from date of invoice shall incur a service charge of 10% of the face value of the invoice per month until the invoice is satisfied. This service charge is in addition to any other actions taken by the Association under Subsection 10 of these rules.

- B. All amounts listed as fees for services or goods by the Association are in United States Dollars and payment is required in U.S. Dollars. Those individuals conducting business with the Association from countries other than the United States of America and initiating payment in currencies other than U.S. Dollars will be responsible for the payment of all conversion and transmission expenses so that the U.S. Dollar amount received by the Association shall be the full listed amount for the goods and services rendered or sold.

#### 12. Access of Members to the Books and Records of the RMHA (Amended June 17, 2017)

Only Executive Board Officers have the authority to go to Headquarters to look at a file, and that anyone else has to have Executive Board approval. The visit must be during office hours and with the presence of the office management.

- A. Reviews of the books and records of the RMHA will consist of agreed upon procedures performed by a qualified independent accountant as directed by the RMHA Board of Directors with advisement from the Finance Committee.
- B. The membership, via petition submitted to the Treasurer, may request an audit of the books and records of the RMHA. The petition must include the specific time period, not to exceed 6 consecutive months, for which the petitioners request to be reviewed by an independent accountant chosen and approved by the board. The petitioner must submit in writing along with the petition the concern and reason for this request and identify either financial records, registry records or both to be reviewed. Petitions requesting that an audit be performed must include, at a minimum, 50% of the current membership's signatures. Petitions with less than 50% of membership signatures will be considered advisory to the Board only. See by law 2.12 G for details regarding the petitioning process.
- C. The terms of the Agreed upon Procedures will be outlined by the Finance Committee for consideration and approval by the RMHA Board.
- D. Agreed upon Procedures reviews shall begin in September as the Treasurers elected term is ending.

#### 13. Petitions for Purposes of Disciplinary Procedures and Overturning Board Decisions (Amended August 17, 2013)

- 1. The petition should be stated in the form of a motion to be presented to the Board.
- 2. The petitioner should obtain legible printed names, signature, RMHA number, and date of signature for each individual signing petition.
- 3. The original petition should be presented to RMHA office in person or by mail.

4. All signatures should be obtained and the petition presented to the office within a one year time span.
5. The petition should include 10% of members qualified to vote at the time of the initiation of the petition.
6. Signatures should be obtained from members 18 yrs of age or older at the time of signing.
7. The petition should follow all current Rules and Bylaws of the RMHA.

## **Section 2**

### **Conduct of RMHA Meetings (Amended November 13, 2010) (Amended January 21, 2012)**

Conduct of meetings of the membership, the Board and committees of the RMHA shall be in accordance with the Amended and Revised Robert's Rules of Order except when there is a conflict between the Amended and Revised Roberts Rules of Order and the RMHA governing documents, on these occasions the RMHA documents should take precedence. Further, in accordance with the Bylaws of the RMHA, the President shall preside over and conduct the Membership and Board Meetings of the Association. The President shall vote in accordance with Robert's Rules of Order.

## **Section 3**

### **Rules of Establishment of Affiliated Rocky Mountain Horse Clubs**

Pursuant to Article 3 paragraph 3.6 of the bylaws of the RMHA, the Board of the RMHA hereby establishes the mechanisms and means for the recognition of Affiliated Rocky Mountain Horse Clubs. These Affiliated Rocky Mountain Horse clubs while not a legal part of the RMHA are recognized as important affiliates in carrying out the purposes of the RMHA on a local basis.

#### **1. The Process of Establishment**

##### **A) An established organization**

An established organization shall become an Affiliated Rocky Mountain Horse club in the following manner. To achieve the status of An Affiliated Rocky Mountain Horse Club an organization will submit a letter of request for recognition along with a copy of the bylaws of the organization to the Secretary of the RMHA. Copies of these two documents will then be transmitted by the Secretary to all members of the Board of the RMHA. No action can be taken until these documents have been in the possession of the individual members of the Board for at least two weeks. At the appropriate subsequent Board meeting, either regular or called, the request for recognition will be considered. It would be anticipated that a Member of the requesting group be in attendance at that meeting with the Secretary of the RMHA being responsible for timely notification. The Board shall then act to extend or withhold recognition on the basis of majority vote as to whether or not the proposed club meets the requirement for affiliation set out below. Upon affirmative action of the Board the Secretary of the RMHA will issue a Certificate of Affiliation to the applicant group. Any Bylaw change of an affiliated club must be reviewed and approved by the Board of the RMHA B). An organization to be established.

1) A group of individuals desiring to establish an Affiliated Rocky Mountain Horse Club shall do so in the following manner. The group shall select a representative to submit all material and act as liaison between the RMHA and the developing group. Through their representative the group shall submit a letter of intent with the Secretary of the RMHA. This letter of intent must contain:

- a) The proposed name of the Club and clearly identify the geographic or other basis of its service to the members of the RMHA.
- b) The name and address of the representative and the names, address, and signatures of at least 10 RMHA members who wish to become a member of and will support the proposed club. (see exhibit 1)

2) This letter must be accompanied by a copy of the groups proposed bylaws.

3) Copies of these documents will be transmitted by the Secretary to all members of the Board of the RMHA. No action can be taken until these documents have been in the possession of the individual members of the Board for at least two weeks. At the appropriate subsequent Board meeting, either regular or called, the request for recognition will be considered. It would be anticipated that a Member of the requesting group be in attendance at the meeting with the Secretary of the RMHA being responsible for timely notification. The Board shall act to extend, or not, temporary recognition. If temporary recognition is not extended the Board shall clearly transmit to the petitioning group the reasons for refusal so that corrective action can be taken if the reasons for refusal are correctable. The Board will carefully consider the Requirement for Affiliation as stated in these rules, and all other factors in arriving at its determination. If the Temporary recognition is approved the applicant group must submit their Bylaws as approved by their membership and a full list of active (dues paying) members within sixty (60) days. This deadline may be extended thirty (30) days on one occasion by the President, for good reason. These final bylaws must be approved by the Board of the RMHA and any recommended changes be enacted by the applicant group and reported back to the Secretary of the RMHA in Thirty (30) days from date of notification of the required changes. Failure to comply with any of the above enumerated steps in achieving full approval will result in the consideration of disaffiliation by those processes as is provided for in the bylaws and these rules. Following full approval any subsequent changes in the Affiliated Clubs Bylaws must be approved by the Board of the RMHA

## 2. Requirements for Affiliation

For the Board of the RMHA to consider the application of an organization in a favorable manner the following concepts must be contained in the bylaws of the applicant organization.



- A. Nondiscriminatory. No form of discrimination either expressed or implied on the basis of Race, Religion, or National origin may be contained in the bylaws.
- B. Inclusive. All Members of the RMHA will be eligible for membership in the applicant organization so long as they meet the special requirements of the applicant organization; i.e. geographic (The Cuyahoga Co. Rocky Mountain Horse Club) occupational (The Teachers Rocky Mountain Horse Club) etc.
- C. Exclusivity. Affiliated Clubs shall not formally incorporate the promotion of other breeds or registries in their Articles, Bylaws, Rules or Club Publications. In the event that Affiliated Clubs participate in breed fairs and/or exhibitions the Clubs shall exclusively promote the Rocky Mountain Horse and no other breed or registry. This exclusiveness, however, shall not be interpreted as prohibiting an Affiliated Club's participation in the development and conduct of horse shows breed fairs and/or exhibitions that may include classes for other breeds and registries. Affiliated Clubs can, also, sponsor classes in any show, organized by any other Breed or Registry so long as those classes are exclusively for and promote the Rocky Mountain Horse. Any such class shall be listed with the precedent designation RMH. At no time may these organized or sponsored classes combine the Rocky Mountain Horse in a generically termed fashion with other breeds or registries Further, This exclusivity shall not be using horses other than Rocky Mountain Horses in Affiliated Club non-show non-promotional activities.
- D. Cooperation. The bylaws of the applicant organization should contain recognition of the necessity to comply with the Rules and regulations of the RMHA and assist and cooperate in their administration. This clause should also contain a clear intent to comply with the Rules and regulations of the RMHA as they now exist or as they may be modified from time to time.
- E. Not For Profit. Clubs must be organized as not for profit entities under section 501 of the Internal Revenue Code. A copy of the organizations exempt application (form 1024 or 1023) must be provided to the RMHA within six months of request for affiliation. Each club will then have an additional twelve months to provide the RMHA with a Determination Letter from the Internal Revenue Service setting forth such club's exempt status. The Board may extend such Twelve-month period on a case by case basis. Each club will provide a copy of their form 990 (Or 990 EZ) annually. If not required to file form 990 then a current financial statement will be accepted.

### 3. Information on IRS Filings

The following information is provided to assist new or existing clubs on some particulars with tax-exempt organizations. This information is a brief overview of exempt organization tax law as it is currently written. This is by no means a full and concise tax or legal interpretation of current law. We recommend your new or existing club contact a knowledgeable attorney and accountant to assist you in setting up your club. Publication 557 is available from the IRS and gives valuable information on tax-exempt status for your organization. Please note that thresholds are based on gross receipts not net. You should file for recognition with the IRS.

This is done on form 1024 (form 1023 for charitable organizations) and form 8718, which currently requires a user fee of \$150. This user fee currently increases to \$500 if the club has or reasonably expects to have gross receipts averaging \$ 10,000 or more. Most clubs will be recognized as 501C (7) which are clubs, some organize under 501C(5) which are agricultural organizations. After your club has been granted tax-exempt status you are required to file with the IRS form 990 (990EZ) annually if your gross receipts are greater than \$25000. Check with your particular state for any state filings that may be required. As a tax-exempt organization most of your records are open to the public. You must make available copies of your exemption letter and most recent 990 upon request. You may charge reasonable copy and postage fees.

Also keep in mind that tax-exempt does not mean charitable. Clubs may not solicit deductible contributions. They may accept donations but must notify the donor that these are no tax deductible contributions.

#### 4. Rights to Be Extended

On Acceptance the Affiliated Rocky Mountain Horse Club shall expect to receive from the RMHA the following rights:

- A) The Affiliated Club will be given the opportunity to submit to the RMHA Newsletter articles on Club news and activities.
- B) Educational and promotional materials created or licensed by the RMHA will be made available to Affiliated Clubs at terms mutually agreeable.
- C) Recognition as an official club in the official RMHA Newsletter and web site.

#### 5. Board Communication with Affiliated Clubs (Amended January 24, 2015)

Annually the president shall appoint a Member at Large of the Board to act as a direct liaison with each Affiliated Club. An officer may act in this capacity if specifically requested. Duties will require biannual reports from regional club liaisons with the second report to include financial status and a list of members.

#### 6. Termination or Imposed Sanctions of Affiliated Clubs

The termination of Affiliate status or other sanctions imposed may be carried out in the event the Affiliated Club fails to meet the Requirements of Affiliation. Proceedings of these actions will follow the requirements of Section 7 of the Rules (Complaints and Disciplinary Action). The term "member" within Section 7 shall apply to Affiliated Clubs in the event a complaint is generated.

### **Section 4**

Nomination of Board and Petition Candidates (Amended November 13, 2010) (Amended April 16, 2011) (Amended August 13, 2011) (Amended November 12, 2011)

1. Formation of Nominating Committee: (Amended August 13, 2011)

A. In August of each year the Board shall appoint a Nominating Committee of seven Members to seek the best available candidates for nomination for vacant positions for the Board.

- Members of the Nominating Committee shall have been Members in good standing of the RMHA for a minimum of two years.
- For the purposes of these rules, a year is defined as a calendar year or any part thereof when dues were paid to the RMHA, and must not necessarily be consecutive
- The members of the nominating committee will serve for two years, with appointments staggered to provide continuity. 2011 will be a transitional year with 4 members designated to serve one year and 3 members designated to serve two years. Thereafter in August the Board will appoint four Committee members in even numbered years and three in odd numbered years.
- The Board will seek members for the Nominating Committee from as wide a geographical distribution of the RMHA membership as possible.
- No member of the Board of another horse breed or registry shall be appointed to the nominating committee of the RMHA.
- Replacements on the committee due to resignation will be made by the Board.

2. Procedures of Nominating Committee:

- The nominating committee will select its chair by majority vote.
- The chair will vote only when there is a tie.
- Membership on the nominating committee will not preclude becoming a candidate by nomination or petition.
- The Committee shall prepare a list of at least one candidate for each office to be filled. •  
The Nominating Committee shall present its list of proposed candidates at the January Board meeting for approval by the Board.

3. Qualifications for Nomination: (Amended July15, 2015, October 20, 2018)

The nominating committee shall consider the requirements for candidates as listed in the Bylaws of the Association.

- Candidates for President and Vice President must be current RMHA Members who have been Members for at least a full and continuous four years (48 months) prior to their candidacy.
- All other candidates for the Board must be current RMHA Members who have been Members for at least a full and continuous two years (24 months) prior to their candidacy.
- All candidates shall remain Members in Good Standing at all times as a candidate and while on the Board.
- No person serving a term of suspension under provisions of the Horse Protection Act or under any RMHA suspension may be a candidate for election to the Board.

- No person currently serving on the Board of another Equine breed or registry may be a candidate for or serve on the Board of the RMHA.
- Candidates must be familiar with the responsibilities of the position they seek (as described in the Bylaws) and verify that they are qualified to serve in that position.
- Candidates for office will read and sign the following form, signifying an understanding of the required expectations and verifying meeting those requirements:

#### EXPECTATIONS FOR RMHA NOMINATION:

NOTE: All elected and appointed position to the RMHA Board of Directors will be required to sign and maintain an updated Code of Conduct and NON Disclosure Agreement. (NO EXCEPTIONS). All Nominees should review and understand these documents before submitting their application to run or accepting an appointment to a position on the Board of Directors. See Appendix Exhibits A and B

#### President:

- Thorough familiarity with the By-laws and Rules of the RMHA
- Working knowledge of Roberts Rules of Order
- Availability to respond to member concerns in timely manner
- Access to a computer and ability to receive and send email communication with the Board and membership
- Commitment of time and resources to travel to meetings
- Prior association committee work not required, but encouraged.

#### Vice President:

- Thorough familiarity with the By-laws and Rules of the RMHA
- Working knowledge of Roberts Rules of Order
- Familiarity with the rules and procedures of the Hearing Panel
- Access to a computer and ability to receive and send email communication with the Board and membership
- Commitment of time and resources to travel to meetings

#### Secretary:

- Thorough familiarity with the By-laws and Rules of the RMHA
- Working knowledge of Roberts Rules of Order
- Advanced computer and organizational skills
- Thorough knowledge of the Rules of Registry
- Commitment of time and resources to travel to meetings

Treasurer: (Amended June 17, 2017)

- Thorough familiarity with the By-laws and Rules of the RMHA
- Working knowledge of Roberts Rules of Order
- Familiarity with bookkeeping and interpretation of financial data
- Availability for timely execution of RMHA monetary transactions
- Access to a computer and ability to receive and send email communication with the Board and membership
- Commitment of time and resources to travel to meeting
- The Treasurer shall assist fully in all procedures performed by a qualified independent accountant as required in the Rules governing the Finance Committee and as deemed necessary by the RMHA Board with advisement from the Finance Committee.

Hearing Panel Member:

- Thorough familiarity with the By-laws and Rules of the RMHA
- Working knowledge of Roberts Rules of Order
- Familiarity with the rules and procedures of the Hearing Panel
- General knowledge of concept of “due process”
- Access to a computer and ability to receive and send email communication with the Board and membership
- Commitment of time and resources to travel to meetings

Director of Examiners:

- Thorough familiarity with the By-laws and Rules of the RMHA
- Working knowledge of Roberts Rules of Order
- Thorough familiarity with the Rules of Registry
- Previous attendance at Examiner’s Clinic and current status as an examiner
- Commitment of time and resources to help conduct clinics and review certification videos sent in by members
- Access to a computer and ability to receive and send email communication with the Board and membership
- Commitment of time and resources to travel to meetings

Member at Large:

- Thorough familiarity with the By-laws and Rules of the RMHA
- Working knowledge of Roberts Rules of Order
- Access to a computer and ability to receive and send email communication with the Board and membership
- Commitment of time and resources to make monthly contact with each assigned RMHA Affiliated club.
- Commitment of time and resources to travel to meetings

SIGNATURE: \_\_\_\_\_

POSITION SOUGHT: \_\_\_\_\_

4. Publication of Nominations and Petitions (Amended November 12, 2011)

A). Following the presentation to the Board and approval of the Nominating Committee's recommendations, the names will be published on the RMHA website and in the next communication to the membership, either by E-blast or in printed form.

B). After publication of the list of nominated candidates a thirty (30) day period exists in which names may be added to the ballot by a petition of the membership. Any such petition must contain the valid signatures of 50 members of the Association eligible to vote as of December 31st of the year prior to the election.

Petitions must be presented to the office of the Rocky Mountain Horse Association by March 1 of the current election year. Signatures in ink or faxed will be accepted, when verified by the office as to required status of "membership in good standing" of those signing.

C). Nominations for the position of Member at Large on the Board may be made by the membership, as outlined in Article 2 paragraph 2.11.B of the By-laws (amended June 2011). A letter addressed to the Secretary at the principal office of the Association listing the member to be nominated, his/her consent to be nominated, and the signatures of the two supporting members must be received by March 1 of the election year.

D). At the first meeting of the Board following March 1, the list of candidates will be certified by the Board as having met the criteria for nomination for the positions in the next election. This may be accomplished by a teleconference.

E). The names of all candidates for election will be published on the Website and in the next communication to the membership.

5. Ballot Indicating Nominated and Petition Candidates

The ballot for the upcoming election shall indicate candidates nominated and those candidates that are on the ballot as a result of meeting the requirements through petitioning. All candidates must meet the requirements of Article IV Section 4.1 of the Bylaws and be confirmed by the Board.

6. Requirement of Good Standing and Only One Position

No person may be nominated for, placed on the ballot by petition or be elected by write in ballot who is not a member in good standing of the Association, nor to more than one position.

7. The Ballot for the Election of Members of the Board and Hearing Panel (Amended April 16, 2011) (Amended July 15, 2015)

A) Prior to the mailing out of a ballot, or posting on a website that the RMHA deems official for electronic voting, if initiated, the fully assembled ballot shall be submitted by the Headquarters to the Board for approval. This approval may be obtained by electronic means.

- B) The Ballot must comply fully with the requirements of the Bylaws.
- C) In addition, if mailed, the ballot shall be printed on paper that is difficult to copy and each ballot sequentially numbered with the headquarters noting the starting and ending numbers. The range of numbers used for each election ballot shall be different from prior ballots. The Ballot, either mailed or posted on a website that the RMHA deems official for electronic voting, if initiated, shall contain clear voting instructions, i.e. numbers to vote for, write in candidates, return deadline, etc. Note\*; the term return(ed) can apply to either ballots by mail or as confirmed received through a website that the RMHA deems official for electronic voting, if initiated.
- D) The ballot shall be accompanied by a position statement, not to exceed 400 words, by each candidate that wishes to provide a statement. All statements must be of the same typeface and point size. They must be listed in alphabetical order for the position sought based on the first letter of the last name.
- E) If mailed, Headquarters will provide an envelope addressed to the selected repository for all ballots where they will be held until counting.
- F) The Board shall select an appropriate repository for the returned ballots prior to each election.

## **Section 5**

Performance and Code of Conduct and NON Disclosure Agreement Guidelines (See appendix exhibit A and B) (Amended October 20, 2018)

### **1. Requirement for Understanding Processes**

Board Members, committee members and administrative staff must demonstrate operational familiarity with RMHA Bylaws and Rules, Robert's Rules of Order, and the pertinent laws of the Commonwealth of Kentucky governing not for profit organizations.

### **2. Attendance at Meetings**

Board Members and committee members must attend 2/3 of their scheduled meetings. One unexcused absence is allowed per year. Request for an excused absence should be submitted to the President or Committee Chairperson at least 24 hours before each meeting.

### **3. Prohibition of Being a Member of another Board**

Board Members will not serve concurrently on the executive board of any other equine breed association or registry.

### **4. Execution of Duties**

Board Members, committee members, and administrative staff must demonstrate willing and timely execution of assigned responsibilities in a professional and fiscally sound manner.

#### 5. Acceptable Behavior

Officers, members of the board, committee members, and administrative staff must at all times behave in a respectful and polite manner when communicating with each other and the public. The use of derogatory and inflammatory terms, references, or words during association meetings or while corresponding in emails or letters will be considered a violation of the code of conduct. (Exhibit A) Other actions or words that are generally considered to be rude, profane, threatening, or intimidating are strictly prohibited and will be considered a violation of this code. Any of these violations can be the basis for disciplinary proceedings by the Board of Directors or the Hearing Panel against the offending Officer, Board Member, Committee Member, or Staff Member.

#### 6. Confidential Information

Officers, committee members and administrative staff are required to sign and maintain an updated NON Disclosure agreement. (Exhibit B)

Officers, committee members and administrative staff may not divulge confidential information related to disciplinary hearings, RMHA employee reviews or any other “Closed Session” information to unauthorized individuals or institutions

#### 7. Unfair Advantage Prohibited

Board Members, committee members and administrative staff must not use information that is confidential, deemed privileged, or unavailable to the General Membership to attain unfair competitive advantage in the sale or purchase of horses or other equine related business or show opportunities.

#### 8. Improper Influence of Judges

Board members, committee members and administrative staff are not to have any contact with Judges or make any attempt to influence, in any manner whatsoever, the decision of the judges, except for specifically authorized and identified SJC personnel, prior to or during a show.

#### 9. Favoritism Prohibited

Board Members, committee members, and administrative staff will not use their office to secure favors for themselves, relatives, friends, or business associates, or give the appearance of favoritism, inappropriateness or misuse of their office.

#### 10. Dissemination of Confidential Information Prohibited

Board Members, committee members and administrative staff must not disseminate any information that has been officially identified by the Board or their respective Chairperson as confidential to organizations that have been determined by the RMHA Board to be competitive institutions. Refer to paragraph 6 of this section for Non-Disclosure policies. (Exhibit B)



#### 11. Conflict of Interest

Board Members and committee members must recuse themselves from voting on issues where there is a conflict of interest. Issues that involve a relative will be considered to constitute a conflict of interest. Business relationships within past two years regardless of whether they are related to activities within the RMHA are considered a conflict of interest. Training or other employment relationships that occurred within the preceding two years are a conflict of interest. Violations of conduct will be handled in accordance with Rules of Complaints and Disciplinary Action.

#### 12. RMHA Contracts (Amended November 2012)

All RMHA contracts must be signed by both the President and the Treasurer to be valid, and a copy must go to the Treasurer for filing.

### **Section 6** (Amended October 20, 2018)

Standing Committees; Committee Membership, Responsibilities and Duties. Note: All Code of Conduct and NON Disclosure policies apply to all Standing Committee Members. See previous **Section 5** above along with Appendix Exhibits A and B

#### 1. Committee Membership and Attendance

The members and chairpersons of all committees, to the extent not specifically designated in the Bylaws, shall be nominated by the President and shall be approved by the Board's resolution. Except as specifically provided in the Bylaws each Committee shall have at least one current Board member serving on the committee. The structure of each committee will be a minimum of 3 members and a maximum of 7 members including the Chairperson. The Chairperson of the committee will only vote on committee matters if there is a tie vote of those committee members present and voting. The term of the committee member's assignment, duties, powers and parameters shall be stated in the resolution of appointment. In the event a committee member is absent from two (unexcused) consecutive meetings, the member's position may be deemed vacant, and the President may appoint, with Board approval, a new member to fulfill the yet unexpired term. Upon the election or appointment of a new President the President shall review the status and responsibilities, duties, powers and parameters of all committees and their respective members. The President may recommend changes within the structure of these committees and will also reconfirm the committees by Board resolution.

#### 2. Responsibilities

In an effort to provide the most beneficial methods of support to the Board in key areas throughout the RMHA and its business matters, the Board has adopted standing committees to perform these services. The Board may establish these standing committees, as it deems appropriate. Each committee serves a vital function and is called upon to perform its task with proficiency and understanding as being advisory to the Board. Board approval is necessary before any actions may be taken unless otherwise specifically directed by the Board.

### 3. Standing Committees (as of this revision),

- A) Finance Committee,
- B) Genetics Committee,
- C) International Show Committee,
- D) Marketing and Public Relations Committee,
- E) Membership Committee,
- F) Publications Committee,
- G) Registration Advisory Committee,
- H) Rules Committee,
- I) Show Advisory Committee,
- J) Show Judging Committee,
- K) Trail Committee,
- L) Youth Committee,
- M) Charles Kilburn Society Committee.

### 4. Duties

#### A) Finance Committee (Amended June 17, 2017)

The purpose of the Finance Committee is to monitor current financial health and plan the fiscal future of the RMHA in conjunction with members of the Board. The committee's functions are as follows:

- 1) Along with the Treasurer and Board to monitor current financial statements.
- 2) Assist the Treasurer and Board in setting goals for budgeting.
- 3) Interpret the financial status of the RMHA to the Board.
- 4) Review fee structures.
- 5) Will outline and recommend procedures performed by a qualified independent accountant to periodically inspect the books and records of the RMHA. The procedures will be performed by a qualified independent accountant or accounting firm chosen and approved by the RMHA Board of Directors.

#### B) Genetics Committee

The purpose of the Genetics Committee is to monitor the genetic status of the Rocky Mountain Horse. The Genetics Committee will also provide the membership of the RMHA with accurate, timely and detailed statistics and information for the express purpose of sustaining sound breeding practices. Through this activity committed efforts will be maintained to preserve the genetic uniqueness of the breed. The Genetics Committee shall solicit services of professionals in fields of research, medicine and genetics to assist in efforts and/or recommendations to the membership.

C) International Show Committee (Amended June 18, 2016,)

The International Show committee (ISC) shall be responsible for coordinating all activities relating to the Rocky Mountain Horse Association Annual International Show (International Show). Such activities shall include:

- 1) The recommendation of a professional show manager for approval by the Board.
- 2) Coordination of all volunteers.
- 3) Preparation of Marketing, advertising and general promotional materials and programs.
- 4) Management of stall assignments.

Presidential prerogative:

The President, and in the year of election the President elect, of the RMHA is given the prerogative to select for his and his immediate families use (spouse and children living in the same household) any number of stalls in the area traditionally assigned to the President, located at the west end of the barn, currently numbered 7, facing the main Arena. This privilege is nontransferable. To exercise this privilege the President must notify the member of the ISC designated to assign stalls for the International show of his desire to utilize or not this privilege and specify the number of the stalls desired. This notice must be received prior to the specific actions or time in place for the distribution of stalls as designated by the ISC from time to time. It shall be the President's responsibility to obtain the necessary information to place his request by the appointed date to the appropriate person. Failure to notify the appropriate ISC member by the appointed time will result the cancellation of this special privilege for the International Show involved. The stalls that the President might have used shall be put back into the general pool of stalls for distribution as determined by the rules of the ISC. Failure by the President to utilize this prerogative in any year does not affect this privilege for any subsequent International Show.

- 5) Coordination of all matters associated with the Kentucky Horse Park.
- 6) Management of vendor contracts.
- 7) Recommending the class schedule for approval by the Board.

SUPPLEMENTAL: (Amended January 18, 2020)

Responsibilities of the ISC, SAC, and SJC at the International Show

The overall operation of the International Show shall be under the direction of the ISC. All matters pertaining to judging prior to and during the show shall be the responsibility of the Show Judging Committee (SJC). All matters relating to the Rocky Mountain Horse Association Show Rules and Regulations ("Rules"), their interpretation and enforcement before and during the show,

shall be the responsibility of the Show Advisory Committee (SAC). Both before and during an International Show, the SJC and SAC shall coordinate their activities relating to the International Show with the ISC and the Show Manager. The ISC shall be immediately informed of all decisions during an International Show. Prior to and during an International Show SAC and the Show Manager shall handle all matters relating to the Rules. The duties of the ISC with respect to the Rules shall only extend to the coordination of activities between SAC the Show Manager and participants.

On or before May 1 of each year, the Show Judging Committee (SJC) shall give the RMHA Executive Director (ED) a list of available, qualifying Ring Judges for the International. The list shall consist of the top 10 judges under its Rating System. If the SJC has not developed a Rating System that has been in operation for 1 year, the list shall consist of all active Senior Judges. The lists of judges shall be in alphabetical order and shall not list scoring. The Executive Director shall select all needed judges at random; however, the Ring Judges are to be secured first, the Equipment Judge second and additional Judges in order of priority of Judge's task. If a judge is not available, the ED will continue random selection until all needed judge positions are filled. No more than one Ring Judge from the previous year's International shall be permitted to be a Ring Judge for the following year. No Judge will be eligible to be a Ring Judge more than two years in a row. The ED will provide the Show Manager with names and a copy of the RMHA Judging Contract. As soon as possible after securing all needed judges, the Show Manager shall cause the names to be posted on the RMHA Official Web site. All matters related to judging and judges shall be handled between the SJC and the Show Manager. The decision of the SJC shall be determinative. The SJC and the Show Manager shall hold a review class for the judges the day prior to the beginning of the International Show. Such class shall be designed to review the RMHA Bylaws, rules and procedures for judging. After securing the International Judges, the remaining Senior Judges and all Junior Judges will be randomly selected for scheduled "A" shows. Upon request of the show manager, an "A" show with additional multi-breed classes may request that the random selection be made from Judges holding known multibreed licenses. An International Judge shall not judge an "A" show during the same show season prior to the International. An International Judge may judge a "B" or "C" show during the same show season, but not within 30 days of the International. At any show where more than one judge is officiating, judges shall not have a financial, business, or family relationship with any other judge. For purposes of Judge selection, the show season will be considered November 1 to October 31.

Prior to and during an International Show, the ISC shall be responsible for coordinating all matters between the SJC and the Show Manager. Other than

coordination, members of the ISC shall not have any responsibilities relating to judging, enforcement of the Rules or matters relating to the judges.

D) Marketing & Public Relations Committee

Within this group, chairpersons and members are assigned to make up the ad-hoc Promotional Committee and the ad-hoc Merchandising Committee that work in tandem with the Marketing & Public Relations Committee. The purpose of the Marketing & Public Relations Committee is to determine and advise the Board regarding media utilization in order to maximize advertising dollars. This committee shall also develop advertising for transmission to selected media and keep current the RMHA's brochure. The ad-hoc Promotional Committee shall develop videos for riding, training, biting and shoeing for membership access and purchase. This committee shall develop materials for horse fairs and exhibitions and coordinate distribution of these materials. The adhoc Merchandising Committee shall assure that all promotional items for sale by the RMHA are maintained in good supply and will coordinate selling of items at horse fairs, exhibits, and shows.

E) Membership Committee

This committee shall recommend ways to increase the membership base, develop different types of memberships not inconsistent with the Amended and Restated Articles of Incorporation and the Bylaws, expanding membership benefits and define responsibilities of Members to the RMHA and responsibilities of the RMHA to the Members.

F) Publications Committee

This committee is established to carry out all responsibilities necessary to facilitate the publication of the RMHA magazine and newsletter. Committee members may solicit or create articles or news items for publication and may carry out all editorial responsibilities within the guidelines established by the RMHA Rules and Bylaws. The Publications Committee chair serves as the direct liaison with the publishing company.

G) Registration Advisory Committee

This committee shall be chaired by the Secretary of the RMHA. If the position of Registrar is filled that individual shall be a member of this committee. This committee shall develop, devise and propose to the Board such Rules, forms and procedures as will promote the smooth and efficient operation of the Registry. This committee shall be responsible for the records of the RMHA pertaining to registered horses. This committee shall investigate any complaint or disagreement concerning The Registry that cannot otherwise be resolved and recommend action to the Board.

#### H) Rules Committee

- 1) This committee shall be responsible to codify all existing and future actions constituting Rules and regulations of the RMHA into one published document. This committee shall make suggestions for changes or modifications in wording to existing Rules for purposes of clarity and proper coordination. This committee shall be available as a resource for the Board, other committees and the membership, as requested, to advise on matters pertaining to the Rules and Bylaws. All of the standing committee chairpersons shall be advising members of the Rules Committee for coordination purposes.
- 2) The Rules Committee shall present, in writing and properly codified as to location in the rules/bylaws, to the Board for approval all Changes to the Rules and Bylaws that it has prepared, considered or reviewed. Following Board review, with any changes or other amendments noted, the Board shall act on the new or modified rule(s) as provided for in the Bylaws. Promptly following Board approval of a new or modified rule(s) the Chair of the Rules committee shall submit to the Headquarters an exact and correct copy of those new or modified rule(s) as approved by the Board for publication as required.
- 3) Following the determination by the Board that the membership has ratified a Bylaw amendment(s) the Chair of the Rules committee shall submit to the Headquarters an exact and correct copy of the Bylaw amendment(s) approved by the membership for publication as required.

#### I) Show Advisory Committee

The Show Advisory Committee (SAC) shall include one of the Directors of Examiners. The SAC shall devise and propose to the Board such Rules and regulations pertaining to shows and other sanctioned RMHA events as will generally promote their efficient and equitable functioning. The SAC shall establish, arrange and sanction shows, rides and other promotional events of the RMHA. Any member of this Committee shall not be a member of the Show Judging Committee or the International Show Committee. The SAC shall coordinate its activities with the Show Judging Committee and, to the extent applicable, the International Show Committee.

#### J) Show Judging Committee (Amended June 18, 2016)

- 1) The Show Judging Committee (SJC) shall be responsible for making recommendations to the Board for the establishment and maintenance of an RMHA Show Judge licensing program. The SJC will be responsible to develop consistent training needs including, but not limited to, written and video educational material, apprenticeship programs and RMHA Show Judge license requirements. The Show Judging Committee will be responsible to define licensing requirements. Any member of this

Committee shall not be a member of the Show Advisory Committee or the International.

- 2) The SJC shall coordinate its activities with the Show Advisory Committee and, to the extent applicable, the International Show Committee. The SJC shall develop a Rating System for judges.

K) Trail Committee

This committee is established to carry out the management and administration of the RMHA Trail Mileage Program. This committee makes recommendations to the RMHA Board for improvements in the program or the awards for mileage achievements.

L) Youth Committee

The purpose of this committee is to develop a multifunctional program dedicated to the RMHA Junior Members. As an international youth program the purpose is to:

- 1) Develop activities and promote the growth of our young people
- 2) To help in the promotion of both the Rocky Mountain Horse and the RMHA
- 3) To provide our young people with a means and place for them to grow into our future leaders
- 4) Provide educational and fun activities for our youth

M) Charles Kilburn Society Committee (Amended Oct. 13, 2012) (Amended January 24, 2015)

The duty of the Charles Kilburn Society Committee is to honor individuals (for recommendation to the Society as inductees) whose contribution and services promote the preservation and sustainment of the Rocky Mountain Horse and/or the Rocky Mountain Horse Association's sustainment and growth.

Consideration for such honor may also include persons who demonstrated integrity at its highest level in their knowledge and conduct of horsemanship affairs and who are recognized by their peers as individuals who live their lives in a way that commands respect from the General Membership as a whole.

The selection of an inductee into the Society is not a process that requires an annual induction, but when the Committee deems induction appropriate.

Nomination and Induction to the Society

Nomination of proposed inductees will be solicited through the ranks of the Committee and past inductees to the Society. Upon nomination that person's name will be placed before the Committee.

The person selected from these nominations will be voted for induction based on a majority vote of the Committee. In the event of a tie vote, the Chair will cast the deciding favorable vote either for or against the inductee.

The Committee Chair will present the selected inductee to the President of the Rocky Mountain Horse Association for consideration by the Rocky Mountain Horse Association Board of Directors.

Replacement of Committee Members of the Charles Kilburn Society  
Committee If there is a need to replace an existing Committee Member for health, personal, or other reasons deemed necessary by the Chair(s) of the Committee, an internal nomination and vote process will be conducted. Nomination of a proposed Committee Member replacement will be solicited through the ranks of the Committee Members and past inductees to the Society. The person selected from these nominations will be voted for as replacement based on a majority vote of the Committee Members and past inductees to the Society. In the event of a tie vote, the Chair will cast the deciding vote either for or against the replacement Committee Member. The Chair will present the selected replacement to the President of the Rock Mountain Horse Association for consideration by the Rocky Mountain Horse Association Board of Directors.

#### Expansion of the Committee Member Base

If in the future there is a desire within the Committee to expand the Member base, a vote for expansion will be limited to the current Committee Members. In the event of a tie vote the Chair will cast the deciding vote for or against expansion. If expansion is voted in favor of, nomination of a proposed added Committee Member will be solicited through the ranks of the Committee Members and past inductees to the Society. The person selected from these nominations will be voted for as an added Committee Member based on a majority vote of the current Committee and past inductees to the Society. In the event of a tie vote, the Chair will cast the deciding vote either for or against the added Committee Member. The Chair will present the selected added Committee Member to the President of the Rock Mountain Horse Association for consideration by the Rocky Mountain Horse Association Board of Directors.

## **Section 7**

### Horse Protection Act

All Members of the RMHA shall be required to conform to all provisions of the United States Government's regulations known as The Horse Protection Act, as amended from time to time, (the "Act") and all rules and regulations issued there under. In the event that there is a final determination that any Member has violated any provision of the Act or the regulations there under, such fact shall immediately be conveyed to the Secretary of the RMHA. Within 10 days of receipt of such notice the Secretary shall immediately convey such information to all Board Members.

## **Section 8**

### Complaints, Requests for Resolution and Disciplinary Action



#### 1. Preliminary Review (Amended January 30, 2013)

The Hearing Panel shall review a complaint or request for resolution in closed session to determine whether the complaint on its face presents sufficient reason to conduct a disciplinary hearing. The Hearing Board determines whether a request for resolution should be reclassified as a complaint or is otherwise appropriate for resolution by the Hearing Board. The Hearing Board may dismiss the complaint, may dismiss or refer a request for resolution to the full Board of Directors, may request additional information or sworn statements in order to proceed, or may determine to hold a hearing. All complaints (including those related to show rule violations) must be accompanied with a complaint fee of \$100.00, which is refundable to the complainant if the person who is charged is found to be in violation as charged.

#### 2. Disciplinary Hearings

Disciplinary hearings shall be scheduled, noticed and conducted in closed session in accordance with procedures established in the Rules of the RMHA, which shall provide affected Member(s) with reasonable due process and opportunity to be heard. The determination of the Hearing Panel may be appealed by any affected party to the Board of Directors, which shall conduct Appeals in accordance with procedures hereafter established in the Rules. All decisions by the Hearing Panel and the Board of Directors in disciplinary matters shall be made by majority vote. Only results of disciplinary hearings shall be published as provided in the Rules.

#### 3. Notice of Disciplinary Hearings

Within 30 days of a decision by the Hearing Panel to conduct a hearing the Chairperson of the Hearing Panel will advise the affected Member(s) of a planned disciplinary hearing. This written notification will be sent certified mail, return receipt requested. This notification will detail the reason for the hearing and will also state the date, time and location of the hearing before the Hearing Panel.

#### 4. Cause for Discipline

Cause for initiating disciplinary proceedings against a Member may include, but shall not be limited to, willful noncompliance with any Rules, Bylaws or reasonable directives of the RMHA, its officers, Directors, employees and agents; abusive or inhumane treatment of any horse whether or not registered with the RMHA and violation of any governmental laws, rules or regulations with respect to such treatment, including but not limited to the Act; acts of moral turpitude or abuse of authority or position which would reflect adversely on the RMHA; abusive, threatening, intimidating or flagrant non-sportsman like behavior; and/or any other cause which may be detrimental to the interests of the RMHA, its Members, programs, policies, reputation, objectives and/or harmonious relationship of its Members.

#### 5. Penalties

Penalties which may be invoked against a Member may include, but shall not be limited to: denial, revocation or suspension of membership or any specific privileges of membership (including registration privileges); probation with specified conditions; assessment of a fine; denial of access to any sanctioned show or other RMHA event; denial of advertising privileges in any RMHA publication or other medium; conditioning of continued membership or privileges on performance of specific acts or refraining from specific acts, and/or any other penalties or remedial requirements as the Hearing Board or Board of Directors on appeal may determine are appropriate to the circumstances.

## **Section 9**

### **Sworn Statement**

In any section of the Bylaws or the Rules in which a sworn statement is required, the statement must be sworn and signed under penalty of perjury, and identification of the signer acknowledged, before a duly licensed Notary Public or equivalent official where the statement is signed, which Notary Public or official shall affix his or her evidence of authority to act as such.

## **Section 10**

### **Closed Session of the Board of Directors and Hearing Board**

#### **1. Closed Sessions Called**

Closed sessions of the Board of Directors and Hearing Board may be called for discussion of the following confidential matters:

- A) Possible acquisition, lease or sale of property of the RMHA when prior publicity would be likely to affect negotiations or value.
- B) Proposed or pending litigation involving the RMHA when prior public discussion may affect the course of litigation, or discussions which if public might subject the RMHA or its Members to legal liability.
- C) Matters involving the appointment, discipline or dismissal of a Board of Directors member, Member or employee of the RMHA

#### **2. Announcement of Matters in Closed Session**

The Board shall disclose in the regular open meeting the general nature of the matters to be discussed in closed session and the reason for the closed session, and the closed session may only be held after a motion made and carried by a majority vote in open session.

#### **3. Minutes in Closed Session**

Minutes shall be taken of all proceedings of the Board of Directors and disciplinary hearing bodies, including a record of voting by each member. Minutes regarding the following matters, as determined at the time of the hearing, shall be withheld from publication until such time as the Board of Directors may determine their publication will no longer jeopardize the legitimate interests of the RMHA, or as otherwise may be noted below:

- A) Matters containing information of a personal nature such that the disclosure thereof would constitute a clearly unwarranted invasion of personal privacy
- B) Records confidentially disclosed which are generally recognized as confidential or proprietary, such as scientific research.
- C) Records and evaluations pertaining to real or personal property transactions prior to the final closing of the transaction
- D) Records or information obtained from law enforcement agencies regarding an investigation which are not otherwise a public record
- E) Any records pertaining to civil litigation beyond what is designated as discoverable by the Rules of Civil Procedure governing pretrial discovery
- F) Disciplinary matters prior to the final determination of the matter; and records of all disciplinary matters which do not result in a penalty being imposed. In the event a penalty of any nature is imposed following a disciplinary hearing, including a reprimand, the nature of the complaint, the vote of each hearing member, and the penalty imposed shall be published in the next issue of the official publication of the RMHA, and a copy of the complete minutes of the hearing shall be available to any effected Member upon request. The minutes of disciplinary matters shall otherwise be maintained at the office in a confidential file.

## **Section 11**

### **Publication of Official Rocky Mountain Horse Association Material**

#### **1. Publication of Official Information**

The Board, through its appropriate officer, the hearing panel through the vice President and any committee through the chair of the committee may submit to the headquarters data, information, questionnaires or any other document that it wishes to have published on the web site and/or in the Rocky Times. No other person(s) will be permitted to submit official RMHA documents for publication. The request for publication and the material to be published will be submitted to the Headquarters of the RMHA.

#### **2. Request for Publication, Requirements**

The request for publication shall have a cover page that contains:

- A) Name of the Sponsor (i.e., Board, Rules Committee, etc.).
- B) Name of officer or chair submitting the request.
- C) Where the submitted document is to be published (Rocky Times Web site, Both).
- D) Date by which publication is desired.
- E) Contact person for clarification of the Document (name, phone. e-mail).
- F) Signature of Officer/Chair submitting request.

#### **3. Submission of Document for Publication**

The submitted document is to be presented either by E-mail (attached file), CD, or floppy disk in MS Word format for written contents and either as a JPEG or PDF file for forms/pictures.

The exact formatting and appearance desired must be fully completed on the material submitted. The headquarters and Internet provider cannot be responsible for editing or formatting any material unless specifically arranged for through special Board approval.

#### 4) Headquarters Duty

The RMHA headquarters shall be responsible for the submission of the material to the selected publication (s) so that the requested publication date can be met. The Headquarters shall maintain a record of the date material was received, date material distributed to the intended publication and a copy of the cover letter that accompanied the material for publication. These results will be regularly reported to the Board at its meetings.

#### 5) The Rocky Mountain Horse Magazine

##### A) Purpose

- 1) To promote the Rocky Mountain Horse as it has clearly been described as the most unique, best all-around family horse, with the capacity to carry out calmly, and smoothly whatever tasks that it has been assigned by its owner.
- 2) To educate the membership and potential owners of Rocky Mountain Horses as to the special qualities and needs of these distinctly different horses.
- 3) To accomplish the above two primary responsibilities in the most efficient and cost effective way for the Association.

##### B) Publisher (Amended November 13, 2010)

To accomplish these tasks the Board will obtain the services of a magazine publishing establishment that will provide the necessary technical knowhow and capacity to carry out the following functions:

- 1) To accumulate all Advertisements, Article content, and Association related content for the magazine.
- 2) To organize the above content into a coherent and unique publication.
  - a. Fully prepared advertisements from advertising clients of the publisher or other advertising agencies.
  - b. Assistance in preparation of Advertisements. These will be advertisements submitted by individual members of the Association or owners of Rocky Mountain Horses. They will submit to the publisher both graphic and copy content which they desire to use in an advertisement. The publisher will assemble the material into an ad and submit it to the advertiser for acceptance or correction. Once the advertisement is accepted and placed the publisher will submit a bill for his service, through the RMHA, to be included with the bill for

advertising services. This service will be provided at no more than actual cost.

- 3) Prepare all content for the printing and assembly of the magazine.
- 4) Submit copies of the assembled magazine, prior to printing, to:
  - a. The marketing committee for review of all advertisements for editorial evaluation as to their compliance with the rules established in this document for advertisements.
  - b. The Articles committee all articles that are to be included in the magazine for compliance with the rules established for articles in the document
  - c. All Association related material to the Headquarters who will immediately assign the material to the specific Officer / Board member /Committee that initially presented the material for inclusion, for their review and approval of the content.
- 5) Arrange for the printing and assembly of the approved magazine, verify that the final printed and assembled magazine is of the highest quality that can be achieved by current publication and printing processes and that no errors, additions or omissions have occurred.
- 6) Arrange for the posting or shipping of the magazine to such persons or places as designated by the Association

C) Advertising (Amended November 13, 2010)

- 1) Submission: All advertising must be submitted to the RMHA Headquarters. Deadlines for the submission of advertising for each specific edition of the magazine will be published regularly on the Association Website.
- 2) Advertising will be accepted only on a prepaid basis. Advertising rates shall be set by the Board and adjusted as necessary from time to time. Advertisers should contact the Headquarters for current rates before submitting advertising.
- 3) The Association does not provide any assistance with preparing advertising for the publication. It is the advertiser's responsibility to submit all advertisements in a fully formatted form for direct inclusion in the magazine.
- 4) 4) Graphics: Graphics must demonstrate horses that are presented in a fashion that truly represents the Rocky Mountain Horse as it is described in the Bylaws of the Association and may not contain logos or other visual symbols that would indicate the involvement, in any way, of any other breed(s) or registry(ies). All photos of horses in gait must comply with the current copy of the Show Rules description and illustration of maximum front leg action.
- 5) Copy: All copy should be consistent with the basic promotional intent of the RMHA. Any reference to registration or recognition, including show

accomplishments, with or by any other horse breed(s) or registry(ies) is strictly prohibited.

D) Articles (Amended November 13, 2010)

- 1) The Articles Advisory Committee, when constituted, of the RMHA shall have the responsibility of, on an ongoing and continuous basis, the solicitation and development of articles for the magazine with the goal of at least one major article per issue with 2-3 more limited presentations. Clubs, committees, or Board members desiring to have articles submitted for publication which go beyond the scope of simple announcements will be required to submit the proposed content to the Articles committee for review and inclusion under the general heading of Articles.
- 2) All article content must first be reviewed for accuracy, editorial clarity and consistency and compliance with the basic promotional goals of the magazine before it is submitted to the publisher. Any article received by the Headquarters should immediately be referred to the Chair of the Articles Advisory Committee, when constituted or designated editor, for this evaluation process. The committee will also review any graphic content, for clarity and a similar compliance with promotional policy as described under the marketing committee. Any reference to registration or recognition, including show accomplishments, with or by any other horse breed(s) or registry(s) is strictly prohibited.

E) Association Content

- 1) The Board shall determine the maximum space, in any given issue of the magazine, allocated for Association Business. All applications for publication shall be in compliance with the rules established in this section of the Rules of the Association. It will be the individual responsibility of the submitting source to assure the accuracy and editorial clarity of the submitted material.
- 2) Priority for available space will be assigned accordingly.
  - a. Submissions from the Board
  - b. Submissions from the President
  - c. Submissions from Committees
  - d. Submissions from recognized Clubs
  - e. All other submissions
- 3) Any submission that is not included in a previous issue of the magazine due to lack of space will be given primary priority in the next issue if still desired by the submitting body/officer.
- 4) The submitting body/officer will bear full responsibility for content of and the prompt proofing of the submission in the preprinting process as assigned under sub-section B-4-c above.

6.) The Rocky Mountain Horse Web Site

A) Purpose (Amended November 13, 2010)

- 1) To promote the Rocky Mountain Horse.
- 2) To be the primary source of information on Association Activities for the Members of the RMHA.
- 3) To provide information on all matters concerning the Rocky Mountain Horse for the membership and potential owners of Rocky Mountain Horses on a continual basis.

B) Website Provider (Amended November 13, 2010)

To accomplish these tasks the Board will obtain the services of a website provider that may provide access to the site through the person or persons (Website Administrator(s) designated by the RMHA to accumulate and schedule the placement of items on the website.

- 1) The Board of the RMHA shall designate the Website Administrator (s) who shall have the exclusive privilege of placing material on the website. No other person(s) will be permitted to carry out that function. In addition the Website Administrator(s) shall act to supervise the content of material placed on the website, even that material cleared by the Marketing Committee to assure compliance with the regulations in this section of the Rules including, if necessary, the responsibilities of the Articles Advisory Committee when said committee is inoperative.
- 2) Those wishing to have material placed on the website will contact the Website Administrator(s) and provide the material in a form that can immediately be transferred to the website with minimal change.
- 3) The Website Administrator(s) will organize the above content into specific locations of the website for the material involved.
- 4) The Website may contain a secure site location where the Marketing and Article Advisory Committees and other appropriate persons can review advertisements before Posting.
  - a. The marketing committee will review all advertisements for editorial evaluation as to their compliance with the rules established in this document for advertisements.
  - b. The Articles Advisory Committee when constituted committee will review all articles that are to be included on the web site for compliance with the rules established for articles in this document
  - c. Notify the specific Officer / Board member /Committee that initially presented the material for inclusion of the posting on the secure site, for their review and approval of the content.
- 5) Arrange for the prompt updating of all submitted materials on the web site, verify that all materials presented on the web site are of the highest

quality that can be achieved by web publishing standards and that no errors, additions or omissions have occurred.

6) To provide to the headquarters a full and current listing of all advertisers and the cost to said advertisers of the advertisement placed on the website so that Headquarters can promptly bill for the advertisements placed. All charges and payments of these bills will fall under the established rules for the exercise of financial responsibility as outlined in the Rules of the Association (Section 1 subsection 10).

C) Advertising (Amended November 13, 2010)

The rules on advertising shall be divided into two categories, graphics and copy.

1) Graphics: Graphics must demonstrate horses that are presented in a fashion that truly represents the Rocky Mountain Horse as it is described in the Bylaws of the Association and may not contain logos or other visuals symbols that would indicate the involvement, in any way, of any other breed(s) or registry(ies). All photos of horses in gait must comply with the current copy of the Show Rules description and illustration of maximum front leg action.

2) Copy: All copy should be consistent with the basic promotional intent of the magazine. Any reference to registration or recognition, including show accomplishments, with or by any other horse breed(s) or registry(ies) is strictly prohibited.

D) Articles (Amended November 13, 2010)

1) The Articles Advisory Committee of the RMHA, when constituted, shall have the responsibility of, on an ongoing and continuous basis, the solicitation and development of articles for the web site with the goal of having an archive of articles pertaining to the many facets of Rocky Mountain Horse ownership. Clubs, committees, or Board members desiring to have articles submitted for inclusion on the web site which go beyond the scope of simple announcements will be required to submit the proposed content to the Articles Advisory Committee for review and inclusion under the general heading of Articles.

2) All article content must first be reviewed for accuracy, editorial clarity and consistency and compliance with the basic promotional goals of the Association by the Article Advisory Committee, when constituted, before it is submitted to the Website Administrator(s). Any article received by the Headquarters should immediately be referred to the Chair of the Articles Advisory Committee, when constituted, for this evaluation process. The committee will also review any graphic content, for clarity and a similar compliance with promotional policy as described under the marketing committee. Any reference to registration or recognition, including show



accomplishments, with or by any other horse breed(s) or registry(s) is strictly prohibited.

E) Business Allocation

The Board shall determine the maximum space on the web site allocated for Association Business. All applications for publication shall be in compliance with the rules established in this section of the Rules of the Association. It will be the individual responsibility of the submitting source to assure the accuracy and editorial clarity of the submitted material. Priority for available space will be assigned accordingly

- a) Submissions from the Board
- b) Submissions from the President
- c) Submissions from Committees
- d) Submissions from recognized Clubs
- e) All other submissions

The submitting body/officer will bear full responsibility for content of and the prompt proofing of the submission to the Website Administrator(s).

**Exhibit A: Code of Conduct**

## **RMHA Board Member Code of Conduct**

As a member of the RMHA Board of Directors, I will accept responsibility to improve the RMHA by:

- ❖ Abiding by the RMHA Bylaws, Mission Statement, Vision, Values, Rules and Regulations, Policies and Procedures and the Horse Protection Act.
- ❖ Respecting the confidentiality of privileged information.
- ❖ Recognizing that as an individual board member I have no authority to speak or act for the board.
- ❖ Working with other members to establish effective board operating procedures.
- ❖ Rendering all decisions based on the available facts and my independent judgment rather than succumb to influence of individuals or special interest groups.
- ❖ Making every effort to attend all board meetings.
- ❖ Becoming informed concerning the issues to be considered at each meeting.
- ❖ Avoiding conflicts of interest or the appearance thereof.
- ❖ Refraining from using my board position for benefit of myself, family members or business associates to advocate any personal agenda.
- ❖ Expressing my personal opinions in a board meeting, but once the board has acted, I will accept the will of the majority and will not express opinions that are in opposition to the Board's decision.
- ❖ Realizing that my statements and/or actions can be interpreted as a direct reflection of Board Policies and taking this into account PRIOR to making any statements/actions including being involved in chat lines and/or discussion groups, attending horse shows or other horse related events.
- ❖ I have read and understood the requirements set forth in this document and the Rules of the Rocky Mountain Horse Association concerning my duties and responsibilities as a Board Member of the Rocky Mountain Horse Association.

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Board Member Signature and Date

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Printed Name of Board Member

## Exhibit B: NON Disclosure Agreement

### **NON-DISCLOSURE AGREEMENT**

This Agreement (the "Agreement") is entered into on this day \_\_\_\_\_ of \_\_\_\_\_ by and between the Rocky Mountain Horse Association (the "RMHA") located at 71 South Main Street, Winchester, KY ( the " Disclosing Party"), and \_\_\_\_\_ with an address at \_\_\_\_\_ (the "Recipient" or the "Receiving Party").

The Recipient hereto desires to participate in discussions regarding RMHA Registry and business (the "Transaction"). During these discussions, Disclosing Party may share certain proprietary information with the Recipient. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties here do agree as follows:

#### 1. Definition of Confidential Information.

(a) For purposes of this Agreement, "Confidential Information" means any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to: (i) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific or technical information, invention, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and (v) any other information that should reasonably be recognized as confidential information of the Disclosing Party. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all its Confidential Information as trade secrets.

(b) Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which: (i) was known by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party; (ii) becomes rightfully known to the Receiving Party from a third-party source not known (after diligent inquiry) by the Receiving Party to be under an obligation to Disclosing Party to maintain confidentiality; (iii) is or becomes publicly available through no fault of or failure to act by the Receiving Party in breach of this Agreement; (iv) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made; and (v) is or has been independently developed by employees,

consultants or agents of the Receiving Party without violation of the terms of this Agreement or reference or access to any Confidential Information.

**2. Disclosure of Confidential Information.**

From time to time, the Disclosing Party may disclose Confidential Information to the Receiving Party. The Receiving Party will: (a) limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively "representatives") who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential; (c) shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein).

Each party shall be responsible for any breach of this Agreement by any of their respective Representatives.

**3. Use of Confidential Information.**

The Receiving Party agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Disclosing Party. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Receiving Party hereunder. Title to the Confidential Information will remain solely in the Disclosing Party. All use of Confidential Information by the Receiving Party shall be for the benefit of the Disclosing Party and any modifications and improvements thereof by the Receiving Party shall be the sole property of the Disclosing Party. Nothing contained herein is intended to modify the parties' existing agreement that their discussions in furtherance of a potential business relationship are governed by Federal Rule of Evidence 408.

**4. Compelled Disclosure of Confidential Information.**

Notwithstanding anything in the foregoing to the contrary, the Receiving Party may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Receiving Party promptly notifies, to the extent practicable, the Disclosing Party in writing of such demand for disclosure so that the Disclosing Party, at its sole discretion, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information; provided in the case of a broad regulatory request with respect to the Receiving Party's business (not targeted at Disclosing Party), the Receiving Party may promptly comply with such request provided the Receiving Party give (if permitted by such regulator) the Disclosing Party prompt notice of such disclosure. The Receiving Party agrees that it shall not oppose and shall cooperate with efforts by, to the

extent practicable, the Disclosing Party with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Disclosing Party is unable to obtain or does not seek a protective order and the Receiving Party is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

**5. Term.**

This Agreement shall remain in effect for a two-year term (subject to a one-year extension if the parties are still discussing and considering the Transaction at the end of the second year). Notwithstanding the foregoing, the parties' duty to hold in confidence Confidential Information that was disclosed during term shall remain in effect indefinitely.

**6. Remedies.**

Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages to Disclosing Party that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, both parties hereby agree that the Disclosing Party shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

**7. Return of Confidential Information.**

Receiving Party shall immediately return and redeliver to the other all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including my Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) at such time as the Disclosing Party may so request; provided however that the Receiving Party may retain such of its documents as is necessary to enable it to comply with its document retention policies. Alternatively, the Receiving Party, with the written consent of the Disclosing Party may (or in the case of Notes, at the Receiving Party's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably non recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Receiving Party supervising the destruction).

**8. Notice of Breach.**

Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Receiving Party or its Representatives, or any other breach of this Agreement by Receiving Party or its Representatives and will cooperate with efforts by the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent future unauthorized use.

**9. No Binding Agreement for Transaction.**

The parties agree that neither party will be under any legal obligation of any kind whatsoever with respect to a Transaction by this agreement, except for the matters specifically agreed to herein. The parties further acknowledge and agree that they each reserve the right, in their sole and absolute discretion, to reject all proposals and to terminate discussions and negotiations with respect to a Transaction at any time. This Agreement does not create a joint venture or partnership between the parties. If a Transaction goes forward, the non-disclosure provisions of any applicable transaction documents entered into between the parties (or their respective affiliates) for the Transaction shall supersede this Agreement. In the event such provision is not provided for in said transaction documents, this Agreement shall control.

**10. Warranty.**

Each party warrants that it has the right to make the disclosures to the other under this agreement. No other warranties are made by either party under this agreement whatsoever. The parties acknowledge that although they shall each endeavor to include in the Confidential Information all information that they each believe relevant for the purpose of the evaluation of a Transaction, the parties understand that no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by either party as the Disclosing Party. Further, neither party is under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose. Neither Party hereto shall have any liability to the other party or to the other party's Representatives resulting from any use of the Confidential Information except with respect to disclosure of such Confidential Information in violation of this Agreement.

**11. Miscellaneous.**

- a) This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.
- b) The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of Kentucky applicable to contracts made and to

be wholly performed within such state, without giving effect to any conflict of law's provisions thereof. The Federal and state courts located in Kentucky (state) shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

- c) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.
- d) Although the restrictions contained in this Agreement are considered by the parties to be reasonable for protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.
- e) Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received (a) in the case of personal delivery or electronic-mail, on the date of such delivery, (b) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch and (c) in the case of mailing, on the seventh business day following such mailing.
- f) This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.
- g) The receipt of Confidential Information pursuant to this Agreement will not prevent or in any way limit either party from: (i) developing, making or marketing products or services that are or may be competitive with the products or services of the other; or (ii) providing products or services to others who compete with the other.
- h) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

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Disclosing Party

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Receiving Party

## **Exhibit C: Committee Code of Conduct**

### **RMHA Committee Member Code of Conduct**

Thank you for volunteering your time, skills, and expertise to a Rocky Mountain Horse Association (RMHA) committee. Your responsibility as an active committee member of the RMHA begins with an understanding of the core values and ethical standards of the Association. The RMHA Board of Directors asks that you read the following code of conduct and operating guidelines for committee members, then sign and send a copy to the RMHA Office.

The following paragraph and bullet points contain committee member performance and ethical guidelines as detailed in the current RMHA Bylaws (Article 5) and RMHA Rules (Sections 4, 5 & 6).

Each committee member is required to:

- ❖ Abide by the RHM A Bylaws and Rules, Mission Statement, Vision, Values, and Policies and Procedures.
- ❖ Comply with the requirements of the Horse Protection Act.
- ❖ Develop operational familiarity with the RMHA Bylaws and Rules, Robert's Rules of Order, and the pertinent laws of the Commonwealth of Kentucky governing not for profit organizations.
- ❖ Demonstrate willing and timely execution of assigned responsibilities in a professional and fiscally sound manner.
- ❖ Make every effort to attend all meetings. Committee members must attend two-thirds (2/3) of all scheduled meetings. One unexcused absence is allowed per year. A request for an excused absence should be submitted to the committee chairperson at least 24 hours before the meeting.
- ❖ Behave in a respectful and polite manner when communicating with each other and in public at all RMHA events. The use of derogatory and inflammatory terms, references, or words while performing R.MHA business is considered a violation of this code. Other actions or words that are generally considered to be rude, profane, threatening or intimidating are strictly prohibited and will be considered a violation of this code. Any of these violations can be the basis for RMHA disciplinary proceedings.
- ❖ Respect the confidentiality of privileged information.
- ❖ Avoid conflicts of interest or the appearance thereof. Committee members must recuse themselves from voting on issues where there is a conflict of interest.
- ❖ Refrain from using the committee appointment for the personal benefit of themselves, family members, business associates, or to advocate any personal agenda.
- ❖ Refrain from using RMHA privileged information that is not available to the General Membership to attain unfair competitive advantage in the sale or purchase of horses or other equine related business or show opportunities.
- ❖ Avoid improper influence with RMHA judges. Unless specifically authorized and identified as Show Judging committee personnel, do not contact nor make attempts to influence judges' decisions prior to or during a show.



This next list, although not a part of the RMHA Bylaws or Rules regarding committees, is considered essential and useful guidelines for the productive operation of any RMHA committee. Please show respect for other committee members and be a part of a productive RMHA committee by doing your best to follow these guidelines:

- ❖ All committee communications should be done via physical meetings, teleconference, or by phone or email with each other. Public social media should NOT be used for inner committee discussions or decision making.
- ❖ All committee meetings should include a secretary/committee member who will be responsible for meeting recaps that should be sent to the RMHA Office for records keeping.
- ❖ Answer all inner committee communications via email or voicemail promptly, ideally within 48 hours if possible. Delays in reply or no reply affects everyone on the committee and hinders committee work.
- ❖ Make all decisions based on the available facts and your independent judgment, rather than succumb to influence of individuals or special interest groups.
- ❖ Read materials provided concerning the issues to be considered at each meeting prior to arriving at the meeting or joining the teleconference.
- ❖

Your role in the Rocky Mountain Horse Association as a committee member demands an ongoing vigilance to maintain these standards of honest and ethical conduct. If you have questions or concerns regarding this code of conduct or the execution of your committee responsibilities in terms of this code of conduct, please communicate your concerns with the committee chairperson, or if appropriate, the President of the RMHA.

I have read and understood the requirements set forth in this document and the Rules of the Rocky Mountain Horse Association concerning my duties and responsibilities as a Committee Member of the Rocky Mountain Horse Association. I understand that failure to comply with the requirements in this document may result in censure, disciplinary action or other penalties as recommended by the Hearing Panel and approved by the Board of Directors.

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Member Signature and Date

