



RULES OF THE ROCKY MOUNTAIN HORSE ASSOCIATION

August 13, 2024

Rules of the Rocky Mountain Horse Association Revision Or Amendment Dates

May 12,2006

February 28, 2009

November 13, 2010

April 16, 2011

August 13, 2011

November 12, 2011

January 21, 2012

October 13, 2012

January 30, 2013

August 17, 2013

January 24, 2015

July 15, 2015

June 18, 2016

January 21, 2017

June 17, 2017

October 20, 2018

January 16, 2019

January 18, 2020

August 31, 2022

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Introduction

The Rocky Mountain Horse Association (RMHA) is a non-profit association (501c (5)) incorporated under the statutes of the Commonwealth of Kentucky. The purpose of the RMHA is to aid and encourage the preservation, promotion, breeding, and development of the Rocky Mountain Horse (RMH). The RMHA is governed by the *Bylaws of the Rocky Mountain Horse Association*, Revision June 20, 2022, and this document - *Rules of the Rocky Mountain Horse Association*, amended August 13, 2024.

Additional rules governing RMHA shows, the registry, and show judging can be found in the following documents:

- *Rocky Mountain Horse Association Show Rules and Regulations*
- *Rocky Mountain Horse Association Rules of the Registry*
- *Rocky Mountain Horse Association Show Judging Committee Rules & Regulations*

All documents can be found on the RMHA website.

The rules or policies and procedures of the RMHA are official and approved by the Board of Directors. The rules represent mandatory guidance from the Board in the operations of the Board and Committees. If any conflict exists between the Bylaws and the Rules, the Bylaws shall prevail.

Where applicable, each Rule section that has associated procedure description contains a numbered reference to the location codified in the RMHA Procedure Manual.

Section 1 - Membership

1.1 Junior Member

- A. An individual who has not attained the age of 18 as of January 1 of each calendar year.
- B. Must have a parent or legal guardian 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.
- C. Junior members shall be non-voting members.
- D. Must have been accepted by the Board as a member.

1.2 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.
- C. Must have attained the age of 18 years as of January 1 of any calendar year.

1.3 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.
- C. Family Memberships include up to 2 adults and those minor dependents of either of the two adult members.
- D. 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.

1.4 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.
- C. A Legal Entity shall not be entitled to vote on any matter calling for a vote of the Membership including, but not limited to, Petitions and Elections.

Process of Obtaining Membership – see Procedures 1.1.1

1.5 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 (Section 1.5)

1.6 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 year's 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.

1.7 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 may not act in the official capacity to which they are entitled.

1.8 Applications

1.8.1 All Applications

All membership applicants shall complete a current, Board approved RMHA Membership Application Form. All membership applications forms must contain:

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

- G. 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.
- H. 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;
- I. 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;
- J. 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;
- K. For Junior Members, the application must include Parent/Guardian Signature. And the statements:
 - 1. 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.
 - 2. 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.
 - 3. 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.

- L. Appropriate signature line(s).

1.8.2 Legal Entity

The application for membership for legal entity must be approved by the Board and contain:

- A. The full legal name of the entity followed by
- B. The full mailing address, telephone number and E-mail address.
- C. In addition, a space to indicate the State of Incorporation must be included.
- D. 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.
- E. The basic information as listed under All Applications (Section 1.8.1) must be listed.
- F. The application must contain the following statements 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 its 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.

- G. 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.
- H. To be in compliance with the requirements of the RMHA 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

1.9 Delinquency in Financial Responsibilities

It is the Treasurer's responsibility to manage membership issues related to delinquency in payment or issuance of bad checks, etc. If issues are not resolved, membership will be removed. 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.

The process is described in more detail in Procedures 1.1.2 and 1.1.3

1.10 Financial Transactions between the Association and Members

- A. Unless otherwise 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.
- 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.

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

Only RMHA Board Officers have the authority to go to RMHA Office to look at a file. Anyone else has to have Board approval. The visit must be during office hours and in the presence of the office management. The following outlines other rules regarding membership petition of books and records, and review of books and records by an outside accountant:

- A. The membership, via a petition submitted to the Treasurer, may request an audit of the books and records of the RMHA. The petition must include a 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, 40% of the current membership's signatures. Petitions with less than 40% of membership signatures will be considered advisory to the Board only. See Bylaw 2.12 for details regarding the petitioning process.
- B. 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.
- C. The terms of the Agreed upon Procedures will be outlined by the Finance Committee for consideration and approval by the RMHA Board.
- D. The agreed upon procedures for reviews shall begin in September as the Treasurer's elected term is ending.

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

- A. The petition shall be stated in the form of a motion to be presented to the Board.
- B. The petitioner shall obtain legible printed names, signature, RMHA number, and date of signature for each individual signing petition.
- C. The original petition shall be presented to RMHA office in person, by mail, or by email.
- D. All signatures shall be obtained, and the petition presented to the office within a one-year time span.
- E. The petition shall include 10% of members qualified to vote at the time of the initiation of the petition.
- F. Signatures shall be obtained from members 18 years of age or older at the time of signing.
- G. The petition shall follow all current Rules and Bylaws of the RMHA.

Section 2 - Conduct of RMHA Meetings

(Amended November 13, 2010) (Amended January 21, 2012) (January 13, 2024)

Conduct of meetings of the membership, the Board, and committees of the RMHA will generally follow the current edition of the *Amended and Revised Robert's Rules of Order* (Robert's Rules) except when there is a conflict between Roberts Rules 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.

The process is described in more detail in Procedures 1.2

Section 3 – Rules of Establishment of Affiliated Rocky Mountain Horse Clubs

(Amended October 3, 2019) (Amended October 3, 2020)

Pursuant to Article 3 Paragraph 3.6 of the Bylaws of the RMHA, the Board of the RMHA hereby establishes the requirements 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 entities in carrying out the purposes of the RMHA on a local basis.

The process for an established or new club to apply for affiliate status is described in Procedure 1.3.

3.1 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. Clubs must be organized as not for profit entities. The RMHA recommends that club organizers contact an attorney and or a CPA for the correct organizational policy and procedures required by your state of origin.
(Amended October 3, 2019)

3.2 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 Publication Committee 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 Publication and website.

3.3 Board Communication with Affiliated Clubs

(Amended January 24, 2015)

Annually the President shall appoint a Member at Large (MAL) of the Board to act as a direct liaison with each Affiliated Club. In the case that there is not a MAL to fulfill this duty, the President may appoint a member of the Board to act in this capacity. Duties will require biannual reports from regional club liaisons with the second report (due mid-year) including financial status and a list of members.

3.4 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 and Petition of Board Candidates

(Amended November 13, 2010) (Amended April 16, 2011) (Amended August 13, 2011) (Amended November 12, 2011)

4.1 Formation of Nominating Committee:

(Amended August 13, 2011) (Amended August 13, 2024)

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. Specific rules regarding the Nominating Committee are as follows:

- A. 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.
- B. The members of the nominating committee shall 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.
- C. The Board will seek members for the Nominating Committee from as wide a geographical distribution of the RMHA membership as possible.
- D. No member of the Board of another horse breed or registry shall be appointed to the nominating committee of the RMHA.
- E. Replacements on the Committee due to resignation will be made by the Board.

4.2 Rules Governing the Nominating Committee

- A. The Nominating Committee will select its chair by majority vote. The Chair will vote only when there is a tie.
- B. All candidates/potential candidates shall be held confidential until the slate is presented to the Board.
- C. Members of the Nominating Committee shall only be allowed to run from the floor or by petition.
- D. The President, as approved by the Board, shall provide input to the Nominating Committee regarding skills sets desired for the candidates.
- E. The Nominating Committee shall seek candidates from as diverse backgrounds as possible including geography, gender, background (e.g., trail, show, versatility, breeder, etc.) to also provide for overall diversity and member representation on the Board.

- F. The Committee shall revise the Nomination Questionnaire, as appropriate, each year. If the Questionnaire is revised it must be approved by the Board.
- G. The Committee shall prepare a list of at least one candidate for each office to be filled.
- H. The Nominating Committee shall present its list of proposed candidates at the January Board meeting for approval by the Board. After approval of the list of candidates, the Nominations Committee shall conclude its function for the year.

The process is described in more detail in Procedures 1.4

4.3. Qualifications for Nomination

(Amended July 15, 2015; October 20, 2018; August 31, 2022)

The Office Manager, working with the Nominating Committee Chair, shall verify applicants submitting applications for nomination by the deadline designated on the Nomination Questionnaire fulfill the requirements to become a candidate for the respective position they are submitting for, as denoted in the RMHA Bylaws.

4.3.1 General Candidate Qualifications (All Candidates)

All candidates shall always remain Members in Good Standing as a candidate and while on the Board.

- A. 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.
- B. 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.
- C. Candidates must be familiar with the responsibilities of the position they seek (as described in the RMHA Bylaws and Rules) and verify that they are qualified to serve in that position and understand the expectations for service (Appendix 4.1)
- D. Without exception, candidates for office will read and sign the Expectations for RMHA nomination form (included as Appendix 4.1), signifying an understanding of the required expectations and verifying meeting those requirements, and if elected, agree to sign the RMHA Code of Conduct and Non-Disclosure Agreement Forms (See Appendix 4.2, and 4.3, respectively).

4.3.2 Candidates for President and Vice President

- A. Must be current RMHA Members who have been Members for at least a full and continuous four years (48 months) prior to the Nominating Committee recommending them as a candidate to be placed on the ballot at the January Board meeting as outlined in these Rules.
- B. These candidates must run as a team ticket with their teammate designated on the Nomination Questionnaire.

4.3.3 Candidates for Secretary

- A. Must be current RMHA Members who have been Members for at least a full and continuous two years (24 months) prior to the Nominating Committee recommending them as a candidate to be placed on the ballot at the January Board meeting as outlined in these Rules.
- B. Must have served actively as secretary of any RMHA committee prior to their candidacy (beginning 2023). Serving as Chair of a committee and taking notes in such a position fulfills this criteria.

4.3.4 Candidates for Treasurer

- A. Must be current RMHA Members who have been Members for at least a full and continuous two years (24 months) prior to the Nominating Committee recommending them as a candidate to be placed on the ballot at the January Board meeting as outlined in these Rules.
- B. Must have served actively as secretary of the Finance committee or have a business background in accounting or finance (beginning 2023).

4.3.5 Candidates for Director of Examiners

- A. Must be current RMHA Members who have been Members for at least a full and continuous two years (24 months) prior to the Nominating Committee recommending them as a candidate to be placed on the ballot at the January Board meeting as outlined in these Rules.
- B. Must have a current status as an Examiner.

4.3.6 Candidates for Hearing Panel

- A. Must be current RMHA Members who have been Members for at least a full and continuous two years (24 months) prior to the Nominating Committee recommending them to be placed on the ballot at the January Board meeting as outlined in these Rules.

4.3.7 Candidates for Member at Large

- A. Must be current RMHA Members who have been Members for at least a full and continuous two years (24 months) prior to the Nominating Committee recommending them to be placed on the ballot at the January Board meeting as outlined in these Rules.
- B. Annually the president shall appoint a Member at Large of the Board to act as a direct liaison with each Affiliated Club.
- C. Duties will require biannual reports from regional club liaisons with the second report including financial status and a list of members.

4.4 Publication of Nominations, Running By Petition, Nomination by Membership (for MAL only) and Certification of Slate

(Amended November 12, 2011) (August 13, 2024)

The following describes the rules to publish and certify the slate of candidates and for running for a position via petition or nomination of a MAL by membership.

4.4.1 Publication of Approved Slate

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

4.4.2 Running By Petition

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 10% of the 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. Petitions must be signed by the candidates, and can be sent to the RMHA Office via fax, email, or a "docu-sign" type service. The Office Manager will verify such candidates meet the required criteria.

4.4.3 Nominations of MAL candidates by Membership

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 Bylaws (~~amended June 2011~~). A letter addressed to the RMHA 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. The Office Manager shall verify that the candidates meet the required criteria.

4.4.4 Certification and Publication of Final Slate

At the first meeting of the Board following March 1, the list of candidates shall be certified by the Board as having met the criteria for nomination, as verified by the Office Manager, for the positions in the next election. The names of all candidates for election will be published on the Website and in the next communication to the membership.

4.5 The Ballot for the Election of Members of the Board

(Amended April 16, 2011) (Amended July 15, 2015) (October 2023)

- A. 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 4, Section 4.1 of the Bylaws and be confirmed by the Board.
- B. 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.
- C. Prior to the distribution of the ballot (either by US Mail or email) or posting on a website that the RMHA deems official for electronic voting, if initiated, the fully assembled ballot shall be prepared by the Office Manager and submitted to the Board for approval. This approval may be obtained by email.
- D. The Ballot must comply fully with the requirements of the Bylaws.
- E. In addition, if mailed, the ballot shall be printed on paper that is difficult to copy and each ballot sequentially numbered with the RMHA Office 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, emailed 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. The term return(ed) can apply to either ballots by mail, email, or as confirmed received through a website that the RMHA deems official for electronic voting, if initiated.
- F. The ballot shall be accompanied by a Questionnaire including a position statement, not to exceed 100 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.
- G. If mailed, the Office Manager will ensure an envelope addressed to the selected repository for all ballots where they will be held until counting is provided.
- H. The Board shall select an appropriate repository for the returned ballots prior to each election.

The ballot process is described in more detail in Procedures 1.4.4

Section 5 - Performance and Code of Conduct– Board Members, Committee Members and Office/Administrative Staff

(Amended October 20, 2018)

Board Members, Committee Members and Office/Administrative Staff must be familiar with the following performance/code of conduct requirements and must sign the RMHA Board and Committee Code of Conduct Form (Appendix 4.2 and 5.1 respectively).

5.1 Understanding Processes

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

5.2 Attendance at Meetings

Board Members and committee members must attend 2/3 of the regular meetings (i.e., those Board meetings scheduled in the previous October board meeting each year or the agreed upon committee meeting schedule established at the first yearly meeting of the committee). 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.

5.3 Prohibition of Being a Member of Another Board

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

5.4 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.

5.5 Acceptable Behavior

Board Members, committee members, and office/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 or on social media will be considered a violation of the Code of Conduct (Appendix 4.2). 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 provision

and the Code of Conduct. 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 Office/Administrative staff Member.

5.6 Confidential Information

Board Members, committee members and administrative/office staff are required to sign a Non-Disclosure Agreement (Appendix 4.3). 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.

5.7 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.

5.8 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 Show Judging Committee personnel, prior to or during a show.

5.9 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.

5.10 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. See also Appendix 4.3 - Non-Disclosure Agreement.

5.11 Conflict of Interest

Board Members and committee members must recuse themselves from discussing or 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 the 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 Section 8.0 – Complaints, Request for Resolution and Disciplinary Action.

5.12 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 be filed at the office.

Section 6 - Standing Committees - Committee Membership, Responsibilities and Duties

(Amended March 20, 2021)

6.1 Committee Membership and Attendance

- A. 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.
- B. 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.
- C. The term of the committee member's assignment, duties, powers, and parameters shall be stated in the resolution of appointment.
- D. In the event a committee member has two unexcused absences, the members position may be deemed vacant, and the President may appoint, with Board approval, a new member to fulfill the yet unexpired term.
- E. 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.
- F. All Code of Conduct and Non-Disclosure policies apply to all Standing and Ad Hoc Committee Members (See Appendices 5.1 and 4.3, respectively).

6.2 Responsibilities

(Amended August 13, 2024)

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 areas. 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. The following rules apply to all committees:

1. Board approval is necessary before any actions not included in the committee's approved annual plan and associated budget.

2. Reports to the Board prior to the regular Board meetings and/or upon Board request must be submitted by the specified time even if no meetings occurred during the preceding reporting period.
3. Must have a minimum of 2 meetings per year.
4. Failure to follow specific committee responsibilities may result in a change of committee chair or members.

6.3 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
- N) Versatility Committee

6.4 Duties of the Standing Committees

6.4.1 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:

- A. Along with the Treasurer and Board, they will monitor current financial statements.
- B. Assist the Treasurer and Board in setting goals for budgeting.
- C. Interpret the financial status of the RMHA to the Board.
- D. Review fee structures.
- E. Outline and recommend procedures to be 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.

6.4.2 Genetics Committee

The purpose of the Genetics Committee is to monitor the genetic status of the Rocky Mountain Horses. In addition:

- A. 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.
- B. 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.

6.4.3 International Show Committee (Amended June 18, 2016)

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

- A. The recommendation of a professional show manager for approval by the Board.
- B. Coordination of all volunteers.
- C. Preparation of marketing, advertising and general promotional materials and programs.
- D. Coordination of all matters associated with the approved venue.
- E. Management of vendor applications.
- F. Recommending the class schedule for approval by the Board.

The responsibilities of the ISC, the Show Advisory Committee (SAC) and the Show Judging Committee at the International Show are described in Appendix 6.1.

6.4.4 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 and promote the breed. In addition, this committee:

- A. Shall also develop advertising for transmission to selected media and keep current the RMHA's brochure and other collateral.
- B. Shall develop videos for riding, training, biting and shoeing, etc. for membership education.
- C. Shall develop materials for horse fairs and exhibitions and coordinate distribution of these materials.

6.4.5 Membership Committee

The purpose of the membership committee is to:

- A. To increase the membership base and retain existing members;
- B. Develop different types of memberships not inconsistent with the Amended and Restated Articles of Incorporation and the Bylaws;
- C. Expand membership benefits;
- D. Define responsibilities of Members to the RMHA and responsibilities of the RMHA to Members.

6.4.6 Publication Committee (Amended March 20, 2021)

This committee is established to carry out all responsibilities necessary to facilitate the publication of the RMHA magazine, newsletter and/or any other communications approved by the Board. 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.

6.4.7 Registration Advisory Committee

This committee shall be responsible for the records of the RMHA pertaining to registered horses. In addition:

- A. This committee shall be chaired by the Secretary of the RMHA.
- B. If the position of Registrar is filled that individual shall be a member of this committee.
- C. 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.
- D. This committee shall investigate any complaint or disagreement concerning The Registry that cannot otherwise be resolved and recommend action to the Board.

6.4.8 Rules Committee

This committee shall be responsible to codify all existing and future actions constituting Rules of the RMHA into one published document. In addition:

- A. This committee shall make suggestions for changes or modifications in wording to the existing Rules for purposes of clarity and proper coordination.
- B. 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.
- C. All of the standing committee chairpersons shall be advising members of the Rules Committee for coordination purposes.
- D. This committee is also responsible for crafting changes to the RMHA Bylaws as directed by the Board and to be voted upon by the membership.

The rules associated with making changes to these documents is outlined below:

- A. The Rules Committee shall present, in writing and properly codified as to location in the Rules or Bylaws document(s), to the Board for approval, all Changes to the Rules and/or 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.
- B. Promptly following Board approval of a new or modified rule(s), the Chair of the Rules committee shall submit to the RMHA Office Manager an exact electronic and correct copy of those new or modified rule(s) as approved by the Board for publication as required.
- C. 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 RMHA Office Manager an exact electronic and correct copy of the Bylaw amendment(s) approved by the membership for publication as required.

6.4.9 Show Advisory Committee

- A. The Show Advisory Committee (SAC) shall include one of the Directors of Examiners.
- B. 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.
- C. The SAC shall establish, arrange and sanction shows of the RMHA.
- D. 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.

6.4.10 Show Judging Committee

(Amended June 18, 2016)

- A. 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.
- B. The SJC will be responsible for developing consistent training needs including, but not limited to written and video educational material, apprenticeship programs, and RMHA Show Judge license requirements.
- C. The SJC will be responsible for defining licensing requirements.
- D. No member of this Committee shall not be a member of the Show Advisory Committee or the ISC.
- E. The SJC shall coordinate its activities with the Show Advisory Committee and, to the extent applicable, the International Show Committee.
- F. The SJC shall develop a Rating System for judges.

6.4.11 Trail Committee

This committee was 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.

6.4.12 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 goals are to:

- A. Develop activities and promote the growth of our young people.
- B. Help in the promotion of both the Rocky Mountain Horse and the RMHA.
- C. Provide our young people with a means and place for them to grow into our future leaders.
- D. Provide educational and fun activities for our youth.

6.4.13 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.

A. 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.

B. 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 a 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 Rocky Mountain Horse Association for consideration by the Rocky Mountain Horse Association Board of Directors.

C. 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.

6.4.14 Versatility Committee

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

Further details of the processes for all Committees are described in Procedures 1.6.

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

This section outlines the rules governing the complaints and the hearing process. Further detail of the Hearing Panel process is described in Procedures 1.14

8.1 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 Panel determines whether a request for resolution should be reclassified as a complaint or is otherwise appropriate for resolution by the Hearing Panel. The Hearing Panel 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 by a complaint fee of \$300.00 which is refundable to the complainant if the person who is charged is found to be in violation as charged. Separate complaints shall be filed for each Member or issue in question and must provide detailed documentation regarding the matter.

8.2 Disciplinary Hearings

(Amended October 3, 2020)

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 Bylaws Article 8.2.

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 Section 10.3.F.

8.3 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.

8.4 Cause for Discipline

Cause for initiating disciplinary proceedings against a Member may include, but shall not be limited to:

- A. Willful noncompliance with any Rules, Bylaws or reasonable directives of the RMHA, its officers, Directors, employees and agents;
- B. 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;
- C. Acts of moral turpitude or abuse of authority or position which would reflect adversely on the RMHA;
- D. 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.

8.5 Penalties

Penalties which may be invoked against a Member may include, but shall not be limited to:

- A. denial, revocation or suspension of membership or any specific privileges of membership (including registration privileges);
- B. probation with specified conditions;
- C. assessment of a fine;
- D. denial of access to any sanctioned show or other RMHA event;
- E. denial of advertising privileges in any RMHA publication or other medium;
- F. conditioning of continued membership or privileges on performance of specific acts or refraining from specific acts,
- G. and/or any other penalties or remedial requirements as the Hearing Panel 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

10.1 Closed Sessions Called

Closed sessions of the Board of Directors and Hearing Panel 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.

10.2 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.

10.3 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

(Amended March 20, 2021) (Amended August 13, 2024)

11.1 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 RMHA Office data, information, questionnaires, or any other documents that it wishes to have published on the website, Social media page or in the magazine or newsletter. Official information submitted by other individuals will be forwarded to the appropriate person, as designated above, for review and approval before publication, and then as appropriate, to the Publications Committee proofing before final approval. The Internet provider or magazine publisher cannot be responsible for editing or formatting any material unless pre-authorized by the Board.

Rules pertaining to specific publication/communication channels or associated media are as follows and specific processes regarding publications are described in more detail in Procedures 1.11

11.2 Magazine

11.2.1 Purpose

- A. 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.
- B. To educate the membership and potential owners of Rocky Mountain Horses as to the special qualities and needs of these distinctly different horses.
- C. To accomplish the above two primary responsibilities in the most efficient and cost-effective way for the Association.

11.2.2 Rules for Publication of the Magazine

- A. The Publications Committee is responsible for proposing to the Board a yearly plan for the Magazine and the associated budget.
- B. An advertising plan and schedule shall be prepared to provide for appropriate monies to cover the financials of the magazine as detailed in the yearly RMHA Budget.
- C. COVER: Masthead available through the RMHA office.
 - 1. The font for the "ROCKY MOUNTAIN HORSE" is East Market 76pt stroke black 1 pt Kerning 20
 - 2. The "M" is an illustration and NOT a font. It is also attached in 2 files. There are 3 spaces in the masthead to allow the "M" to be inserted.
 - 3. The masthead usually has a shadow behind it and the color changes each issue to coordinate with the cover photo.

4. (Registration mark-Arial)
5. Sideways small "THE" front of the masthead font:
Aachen BT 15 pt stroke .25
6. ONE HORSE FOR ALL OCCASIONS
Aachen BT 13pt stroke .5
7. Article Titles:
Aachen BT 14pt Kerning 20
8. OFFICIAL PUBLICATION OF THE ROCKY MOUNTAIN HORSE
ASSOCIATION
Aachen BT 13pt stroke .25
9. The little horse font used between the issue date and price is also
used as the end sign font to notify the end of the article.
Horsedings (Capital E)

11.3 Website and Social Media

11.3.1 Purpose

(Amended November 13, 2010)

- A. To promote the Rocky Mountain Horse.
- B. To be the primary sources of information on RMHA Activities for the
- C. Members of the RMHA.
- D. 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.

11.3.2 Updates

- A. The Office Manager and designated office staff are responsible for making updates to
the RMHA Website or posting materials on RMHA Social Media platforms as directed
by the Board or RMHA Committee Chairs
- B. The Office shall keep a calendar of required posting to ensure timely submittal of
materials and to avoid duplications.
- C. The Office Manager shall contact the President and Committee chairs in the case of
conflicts.
- D. RMHA Board Meeting minutes shall be published generally within 1 week of their
approval by the RMHA Board.

11.4 Email to Members (E-blasts)

- A. The Office Manager is responsible for publishing E-blast to the RMHA membership to
ensure timely communication of information.

11.5 Photographs

- A. Photos must be submitted in high resolution.

- B. A JPEG file format is preferred for photos
- C. Photographs and other 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) registry(ies) or other horses show associations.
- D. All photos of horses in gait must comply with the current copy of the Show Rules description and illustrations.
- E. No watermarks are allowed unless photos are obtained by an RMHA contractor.

11.7 Written Materials

- A. Materials submitted for publication via any media are to be presented either by E-mail as text or an attached file as a document in Microsoft Word format.
- B. All Written copy in advertisements and articles) should be consistent with the promotional intent of the RMHA.
- C. Any reference to registration or recognition, including show accomplishments, with or by any other breed(s) registry(ies) or other horses show associations is strictly prohibited.

Section 12 -RMHA Program Rules

The following provides the rules for the RMHA programs.

12.1 Trail Mileage Program

- A. The trail program year runs from November 1st of the previous year to October 31st of the current year. This allows for annual awards to be calculated in time for presentations to TOP MILEAGE HORSES AND RIDERS at the annual Awards Banquet.
- B. The program is open to adults and youth riders. All participants are required to be RMHA members. Horses must be RMHA registered and may be ridden in either the certified or uncertified divisions.
- C. Enrollment in the program requires an enrollment form and current Participating membership. No mileage awards will be awarded without this form and membership status.
- D. The Trail Program Enrollment form is available to complete and download on the RMHA website under the Forms tab
- E. RMHA members may join the program at any time during the program year. Once enrolled, they may report miles accumulated from the beginning of the program year (November 1) as long as they have been formally tracking their miles during that period of time.
- F. Each program participant is required to submit the year-end (October 31) mileage report no later than November 30th. Separate mileage must be maintained and

reported for EACH horse. The Trail Mileage Record Form is available to complete and download on the RMHA website under the Forms Tab.

- G. Late submittals (beyond November 30th) may be accepted if agreed upon by the committee and will be counted for yearly and lifetime miles for both horse and rider. However, these will not be eligible for yearly awards/prizes due to ordering and purchase constraints.

12.2 Versatility Program

12.2.1 Requirements for entry:

- A. Horses must be registered and certified by the Rocky Mountain Horse Association, with the exception that weanlings-2-year-olds may compete in non-riding activities without being certified.
- B. The Versatility program year runs from November 1st of the previous year to October 31st of the current year.
- C. The program is open to adults and youth riders. All participants are required to be RMHA members and must have a participating membership.
- D. Youth entries (17 years and younger) use the same form and follow the same rules as adults.
- E. Enrollment Forms can be found on the RMHA website under the Form Tab.
- F. RMHA members may join the program at any time during the program year.
- G. The RMHA Versatility Program requires that the participating horse(s) be ridden by only one rider each year, however, the rider may change from year to year. Riders may compete w/more than one horse but again, each horse may only be ridden by the person who enrolled on that horse. Weanlings- 2yr olds may only have one handler.
- H.

12.2.2 Competition Period

The versatility program year runs from November 1st of the previous year to October 31st of the current year.

12.2.3 Award Levels

- A. Points accumulate through the year based on performances, competitions, demonstrations, trail rides, etc.
- B. Owner/agent is responsible for documenting points (see below)
- C. Horse and rider pair awards at the following levels:
 - 1. Bronze Level when the team reaches 100 – 199 points
 - 2. Silver is 200 points – 299 points
 - 3. Gold Level is awarded when the team has reached 300 points and over.

- D. The horse and rider with the highest total of points for the year will be recognized as the RMHA Versatile Horse and Rider of the Year.

12.2.4 Qualifying Events, Documentation, and Deadline

- A. Evidence about the horse/rider pair for each venue or competition is required in the form of photographs, show bills, receipts, or ride organizer signed letter, etc. that verify participation. For trail miles, using a mileage app or GPS documentation is acceptable, as well as using the RMHA Trail Mileage form.
- B. A breed or judge's clinic/certification clinic demonstration, 4H demonstration, drill team or other performance must be made in a public venue and documented as an organized event.
- C. Demonstrations, events or competitions not listed on the form may be included under the "other" category.
- D. If there is a question about documentation or an event/competition listed in the "other" category, the RMHA Versatility Committee will review the information submitted and decide. Should there continue to be a question, the RMHA Board of Directors will make the final ruling.
- E. One owner/agent must submit the form and all supporting documentation for each horse and rider pair to the RMHA office by November 30th for each year. Forms can be found on the RMHA website under the Forms Tab.
- F. Late submissions will not be considered for the current year.

12.2.5 Scoring:

- A. No more than 3 scores will be accepted for each competitive or non-competitive venue.
- B. Each entry form must have at least 5 different venues (either participation or competition) represented.
- C. For weanlings-2-year-olds, 3 different venues are required and a maximum of 3 events per venue.
- D. While some events are simply based on participation, others may be judged competitions and are based on a
- E. 10-point scale. (1st=10 points, 2nd= 9, 3rd= 8, 4th= 7, 5th= 6, 6th= 5, 7th=4, 8th= 3, 9th= 2, 10th = 1)
- F. For championship classes or events, add 2 extra points for achieving the championship award, and 1 extra point for reserve champion.
- G. Any activity not listed may be written in and will be assigned points based on difficulty.

12.3 Show Program

The rules governing all RMHA sanctioned and affiliated shows, and the Annual RMHA International Show are documented the *RMHA Show Rules and Regulations* and can be found on the RMHA Website.

The requirements, rules, and regulations for all RMHA judges to follow and enforce at all RMHA shows and the International Show are documented in the *RMHA Show Judging Committee Rules & Regulations*, found on the RMHA Website.

It is the Judge's responsibility to know and comply with these rules and regulations. Penalties for rule violations for judges are documented in the *RMHA Show Judging Committee Penalties for Rule Violations*, found on the RMHA Website.

APPENDICES

Appendix 4.1 - EXPECTATIONS FOR RMHA SERVICE

This form must be received for each candidate running for the RMHA Board at the time of submittal of the Questionnaire. It outlines the requirements for each position and expectations for service.

President:

- Thorough familiarity with the Bylaws and Rules of the RMHA.
- Working knowledge of Roberts Rules of Order.
- Availability to respond to member concerns in a 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 or ability to attend electronically.
- Prior association committee work not required but encouraged.

Vice President:

- Thorough familiarity with the Bylaws and Rules of the RMHA.
- Working knowledge of Roberts Rules of Order.
- Familiarity with the RMHA 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 or ability to attend electronically.

Secretary:

- Thorough familiarity with the Bylaws 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 or ability to attend electronically.

Treasurer: (Amended June 17, 2017)

- Thorough familiarity with the Bylaws 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 meetings or ability to attend electronically.
- 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 Bylaws and Rules of the RMHA.
- Working knowledge of Roberts Rules of Order.
- Familiarity with the RMHA 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 or ability to attend electronically.

Director of Examiners:

- Thorough familiarity with the Bylaws 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 or ability to attend electronically.

Member at Large:

- Thorough familiarity with the Bylaws 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 or ability to attend electronically.

SIGNATURE: _____

POSITION SOUGHT: _____

Appendix 4.2 RMHA Board Member Code of Conduct

(Adopted October 20, 2018)

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 the 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.

Board Member Signature and Date

Printed Name of Board Member

Appendix 4.3 RMHA 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, the 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 damage 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. The 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 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.

Disclosing Party

Receiving Party

Appendix 5.1 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, 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 record keeping.
- Answer all inner committee communications via email or voicemail promptly, ideally within 48 hours if possible. Delays in reply or no reply affect everyone on the committee and hinders committee work.
- Make all decisions based on the available facts and your independent judgment, rather than succumb to the 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 requires 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.

Member Signature and Date

Appendix 6.1 Responsibilities of the ISC, SAC, and SJC at the International Show

SUPPLEMENTAL: (Amended January 18, 2020)

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.

Judge Selection (Amended January 18, 2020)

On or before May 1 of each year, the Show Judging Committee (SJC) shall give the RMHA Office Manager a list of available, qualifying Ring Judges for the International. The list shall consist of the top 50% under its Rating System, excluding the previous year's Ring Judges. The Office Manager, in collaboration with a representative(s) of the SJC, shall take the provided list and create a list of Senior Judges in a randomly selected order. The Office Manager will begin at the top of the list, secure the Ring Judges first, the Equipment Judge second, and additional Judges in order of priority of Judge's task. If a judge is not available, the Office Manager will continue down the randomly ordered list until all needed judge positions are filled. If judges are still needed after the randomly ordered list is exhausted, the Office Manager will contact the SJC to obtain the next judge under its Rating System until positions are filled. The previous year's Ring Judges would be considered after the remaining judge list is exhausted.

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 Office Manager shall take the provided list and then create a list of Senior Judges in a randomly selected order. The previous year's Ring Judges will be randomly ordered and listed as the last three names on the list. The Office Manager will begin at the top of the list, secure the Ring Judges first, the Equipment Judge second, and additional Judges in order of priority of Judge's task. If a judge is not available, the Office Manager will continue down the randomly selected ordered list until all needed judge positions are filled. The Office Manager 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. 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.

After securing the International Judges, active Junior and Senior Judges will be selected for scheduled "A" shows. Based on date of receipt of the sanctioning form, show managers may submit five preferred judges from a list of eligible RMHA Judges to the Office Manager. The Office Manager will create a list of the five judges in a randomly selected order. The Office Manager will begin at the top of the list and continue down the list until a judge is secured for the show. No judge will judge more than one "A" show in a show season, unless all judges have judged an "A" show, and no more than two shows total, including "B" and "C" shows, unless all judges have judged two shows. If five eligible judge names do not remain then the randomly ordered list for the show manager will consist of the number of remaining eligible judges. If the show manager does not want to submit judge names, then the randomly ordered list will be consist of all remaining eligible judges.

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.