CANDIDATE QUESTIONNAIRE – **2027** ELECTIONS

This will be used by the Nominating Committee and the Board of Directors

Instructions for potential candidates for the 2027 RMHA Elections: This questionnaire must be complete in full. "Save As" with your name attached and send by e-mail to admin@rmhorse.com by ***December 31, 2026.*** You must review the RMHA Position Descriptions and Expectations (attached) and sign this application signifying you understand the required expectations and verify that you meet them, and review and be willing to sign and maintain the RMHA Board Member Code of Conduct Form & Non-Disclosure Agreement (examples attached). **This application must include a signature and references located at page 2.**

Board positions available in the **2027** Elections:

1. Secretary 2. Treasurer 3. Director of Examiners 4. Hearing Panel 5. Member at Large (4 positions)

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1. What RMHA Office are you seeking in this Election?

2. Have you reviewed the requirements of the position you are currently seeking?
   ☐ **Yes** ☐ **No**

3. Do you feel that you meet all the requirements of the position you are currently seeking?
   ☐ **Yes** ☐ **No**

4. Have you ever served or currently serving on any RMHA positions? (mark all that apply)
   ☐ Board Member position? _____
   ☐ Committee Member Committee Name: _____
   What capacity? ☐ Chair ☐ Secretary
   ☐ Other Volunteer _____

5. If you have completed either a RMHA judging or examiners clinics? (mark all that apply)
   ☐ Currently serving as a Judge
   ☐ Currently serving as an Examiner
   ☐ Attend a clinic but not currently servicing as a Judge or Examiner

6. Have you ever attended a RMHA Board meeting or any other organizations Board meeting?
   ☐ **Yes** ☐ **No**

7. Are you a currently serving on the board of any registry, breed association or other horse organization?
   ☐ **Yes** ☐ **No**
   If YES, please provide name. _____
8. Have you reviewed the RMHA Strategic Plan?
   ☐ Yes ☐ No
   What are the most important elements and how can you contribute to those?

9. Are you currently serving a term of suspension under provisions of the Horse Protection Act or under any RMHA suspension?

☐ **Yes** ☐ **No**

10. Do you have the means to attend Board meetings, via computer, phone and in person and have the ability to communicate via email?

☐ **Yes** ☐ **No**

Please list the names and contact information of two RMHA members you wish to use as references.

Name	Address	Phone	Email

Your signature confirms you acknowledge your statements/answers can and may be used by the RMHA. Additionally, your signature confirms that you have read and understand the "RMHA Position Descriptions and Expectations" and have read and will sign the "RMHA Code of Conduct Form" & "Non-Disclosure Form" (attached below as Appendix A). Incomplete applications/questionnaires are justification for rejection of application and candidacy.

Please review this form before submission to the following email mail address: ***admin@rmhorse.com***

Typing your name on the signature line also qualifies as an "e-signature." You may also print, sign, scan & email.

Signature: _____

Position Sought: _____

Application must be received by December 31, 2026 by the RMHA office via email: admin@rmhorse.com

GET TO KNOW THE CANDIDATE QUESTIONNAIRE – **2027** ELECTIONS

This will be sent out with the election ballot.

Application must be received by December 31, 2026 by the RMHA office via email:

admin@rmhorse.com

1. What RMHA Office are you seeking in this Election?

2. Are you a member of a RMHA Regional Club or do you have any organizational skills that relates to the position you are currently seeking? Have you ever served as an officer? Describe your contributions to the organizations.

3. We are looking for people with the following specific skills: fundraising, legal, technology, marketing/PR, the ability to find sponsors, and strategic planning/vision. In addition, you need to have the ability to donate significant time. Please describe what you bring to the association.

4. What are your activities with the Rocky Mountain Horse: (mark all that apply)
   ☐ Owner ☐ Breeder ☐ Trainer ☐ Show ☐ Sales ☐ Trail Riding
   ☐ Competitive ☐ Recreational/Pleasure ☐ Other

5. What are the 3 biggest issues you think are dividing the membership and keeping the association and membership numbers from growing. How would you address those issues? What would you do in your own state to increase RMHA membership?

6. In your own words, please state what makes a Rocky Mountain Horse different from a “mountain horse" and how would you keep that distinction as described in the RMHA rules if elected?

7. In 100 words or less, please describe how you can and will contribute to the RMHA board and association.

RMHA Board Position Descriptions and Expectations

The purpose of this document is to clearly define the role and responsibilities of positions of the Rocky Mountain Horse Association (RMHA) Board as laid out in the *Bylaws of the Rocky Mountain Horse Association* and the Rules of the Rocky Mountain Horse Association. All Board Members must:

- Have a clear understanding of the RMHA, The RMHA Bylaws and Rules, and the 5-year Strategic Plan priority issues and goals.
- Working knowledge of Roberts Rules of Order
- Access to a computer and ability to receive and send email communications
- Commitment of time and resources to travel to meetings and/or be present via conference call/video conferencing technology. Only one unexcused absence per year is allowed.
- Have the time and ability to lead and/or play a key role in committees (must be on at least one standing or ad-hoc committee as nominated by president and approved by Board) and ensure strategic objectives are accomplished.
- Make progress or complete assignments in a timely and fiscally sound manner.
- Behave in a respectable and polite manner when communication with each other and the public.
- Encourage and actively recruit new members.
- Treat all with equality and agree to not use their office to secure favors or misuse their position.
- Understand confidentiality issues and agree not to disseminate any such information.
- Sign and maintain an updated *Code of Conduct and Non-Disclosure Agreement.*

In addition to the above requirements, the following skills are desirable:

- Good oral and written communication skills
- Ability to connect with people
- A track record of building functional and successful teams
- Ability to handle sensitive issues
- Effective time management skills
- Passionate about the RMHA and motivated to help the association and the horse succeed

President - The President shall have the full responsibility and authority as chief executive officer of the RMHA and shall have all powers and duties specified in the Bylaws and the Rules. The President and Vice President will be elected for two-year terms, in even numbered years, as a team ticket. Candidates for President must meet the following criteria:

- RMHA Members for at least a full and continuous four years (48 months) and a member in good standing
- Is not serving a term of suspension under the provision of the Horse Protection Act or any RMHA suspension
- Not currently serving on the Board of another Equine breed or registry
- Familiar with the responsibilities of this position and can verify that they are qualified to serve.
- Prior association committee work not required but encouraged.

The President shall:

- Prepare or cause to be prepared the agenda for meetings of the Board and shall preside at all meetings of the Board
- See that the Bylaws and Rules of the RMHA are followed and enforced
- Ensure that meetings of the Board are conducted in an orderly and effective manner
- Subject to approval by the Board, appoint all Committee members.

Vice President - the Vice President shall assist and advise the President, shall serve as a member of the Rules Committee, and shall act as a resource and advisor to the Board with respect to the Rules of the RMHA. The President and Vice President will be elected for two-year terms, in even numbered years, as a team ticket with a term limit of 3 consecutive terms. Candidates for Vice President must meet the following criteria:

- RMHA Members for at least a full and continuous four years (48 months) and a member in good standing
- Is not serving a term of suspension under the provision of the Horse Protection Act or any RMHA suspension
- Not currently serving on the Board of another Equine breed or registry
- Be familiar with the responsibilities of this position and can verify that they are qualified to serve.

The Vice President shall:

- Preside at meetings of the Board in the absence of the President or at the request of the President
- Immediately assume the office and duties of President, in the event of the removal, resignation or vacancy in the office of the President
- Serve as presiding officer of the Hearing Panel
- Carry out such other duties as are assigned by the Board.

Secretary - The Secretary shall be responsible for maintaining, or causing to be maintained, the business records of the RMHA and the minutes of all meetings of the membership and the Board. The term is two years. Candidates for Secretary must meet the following criteria:

- RMHA Members for at least a full and continuous two year (24 months) and a member in good standing
- Is not serving a term of suspension under the provision of the Horse Protection Act or any RMHA suspension
- Not currently serving on the Board of another Equine breed or registry
- Familiar with the responsibilities of this position and can verify that they are qualified to serve.

The Secretary shall:

- Preside at meetings of the Board in the absence of the President and Vice President.
- Copy and distribute to the members of the Board, in a timely manner, the agenda of meetings and all submissions to the Board for its consideration (unless these duties are assigned by the Secretary to a specific Association employee)
- Maintain, or cause to be maintained, complete records of the RMHA at its principal office and keep them updated in a timely fashion
- Prepare a report of the proceedings of the Board (other than matters considered/discussed in closed session and other disciplinary matters) and distribute timely to the membership
- Be responsible for maintaining, or causing to be maintained, the Registry and its records, and supervising the Registrar, if one is appointed by the Board
- Serve as chair of the Registration Advisory Committee.

In the event of a vacancy in both the offices of President and Vice-President, the Secretary shall immediately assume the office and duties of President.

Treasurer - The Treasurer shall maintain, or cause to be maintained, accurate and detailed financial records for the RMHA. The term is for two years. Candidates for Treasurer must meet the following criteria:

- RMHA Members for at least a full and continuous two year (24 months) and a member in good standing
- Is not serving a term of suspension under the provision of the Horse Protection Act or any RMHA suspension
- The Candidate for Treasurer is required to have served as the secretary of the Finance committee or to have a business background in finance.
- Not currently serving on the Board of another Equine breed or registry
- Familiar with the responsibilities of this position and can verify that they are qualified to serve.

The Treasurer shall:

- Receive and document all moneys collected by or for the RMHA
- Make disbursements and deposits as approved by the Board in a timely fashion
- Maintain, or cause to be maintained, the RMHA's bank accounts
- Prepare, or cause to be prepared, all tax and audit information for the RMHA, including assembling of cancelled checks
- Prepare a proposed budget for the RMHA and present it to the Board for approval no later than thirty days prior to the beginning of the RMHA's fiscal year
- Prepare and provide a verbal report and written financial statement to the Board for every regular Board meeting, and as otherwise requested by the Board
- Prepare and provide a statement to the Board for every regular Board meeting setting forth the names of all members who are delinquent in dues or any other financial responsibilities
- Serve as a member of the Finance Committee
- Participate fully in all audits, agreed upon procedures reviews, or other financial reviews performed by a qualified independent accountant as required in the Rules.

Members At Large (MAL) – Duties are to act as representative of the membership, or specific geographic or other defined segment of the membership as they may be assigned, and any other duties as defined by the President or the Board. Term is two years. Experience with other Boards and/or political or business experience is a plus. They must also meet the following:

- RMHA Members for at least a full and continuous two year (24 months) and a member in good standing
- Is not serving a term of suspension under the provision of the Horse Protection Act or any RMHA suspension
- Not currently serving on the Board of another Equine breed or registry
- Familiar with the responsibilities of this position and can verify that they are qualified to serve.
- Time and resources to make monthly contact with each assigned RMHA Affiliated club.
- Ability to connect to members of assigned Affiliated Clubs/region critical.

Hearing Panel Members – Duties are to hear complaints and requests for resolution. Experience with other Boards and/or political or business experience is a plus. Term is 3 years. They must also meet the following:

- RMHA Members for at least a full and continuous two year (24 months) and a member in good standing
- General knowledge of the concept of "due process"
- Familiarity with the rules and procedures of the Hearing Panel
- Is not serving a term of suspension under the provision of the Horse Protection Act or any RMHA suspension
- Not currently serving on the Board of another Equine breed or registry
- Familiar with the responsibilities of this position and can verify that they are qualified to serve.

Director of Examiners – Duties are to establish methods and means for the training and certification of Examiners and they shall establish and publish rules for the timely, efficient, and equitable certification of such Examiners. Term is three years. Experience with other Boards and/or political or business experience is a plus. They must also meet the following:

- RMHA Members for at least a full and continuous two year (24 months) and a member in good standing.
- Is not serving a term of suspension under the provision of the Horse Protection Act or any RMHA suspension.
- Not currently serving on the Board of another Equine breed or registry.
- Familiar with the responsibilities of this position and can verify that they are qualified to serve.
- Thorough familiarity with the Rules of Registry
- Commitment of time and resources to help conduct clinics and review certification videos sent in by members
- Previous attendance at Examiner's Clinic and current status as an examiner.

RMHA Board Member Code of Conduct

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

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

_____ _____

Board Member Signature and Date Printed Name of Board Member

EXAMPLE

Rocky Mountain Horse Association Non-Disclosure Agreement

This **Rocky Mountain Horse Association (RMHA) Non-Disclosure Agreement** ("Agreement") is made and entered into on this ____ day of _____, 202__ by and between the Rocky Mountain Horse Association, Inc. (the "RMHA"), 4561 Iron Works Pike, Suite 156, Lexington, Kentucky 40511 and _____ ("Recipient") with an address and contact information of _____.

WITNESSETH

Whereas Recipient, as a part of Recipient's duties and responsibilities with and to the RMHA, will receive Confidential Information of RMHA, now therefore to establish the duties and responsibilities of Recipient as to such Confidential Information, and for good and valuable consideration, the receipt and sufficiency of which Recipient does hereby irrevocably acknowledge, Recipient does hereby agree with the RMHA as follows:

1. **Definition of Confidential Information**. For purposes of this Agreement, "Confidential Information" means any data or information that is proprietary to the RMHA and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to: (i) strategies, plans, member data and information, financial information, projections, operations, past, present or future activities; (ii) plans for operations or member services; (iii) scientific or technical information, technology or method; (iv) 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 RMHA. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret to be designated Confidential Information. Recipient acknowledges that Confidential Information is proprietary to the RMHA, has been developed and obtained through great efforts by the RMHA and that RMHA regards all its Confidential Information as trade secrets and proprietary and confidential. Provided Confidential Information shall not include information which: (i) was known by Recipient prior to receiving such Confidential Information from the RMHA; (ii) becomes rightfully known to Recipient from a third-party source not known (after diligent inquiry) by Recipient to be under an obligation to RMHA to maintain confidentiality; (iii) is or becomes publicly available through no fault of or failure to act by Recipient 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 Recipient 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 RMHA may disclose Confidential Information to Recipient. Recipient shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by Recipient in safeguarding Recipient's own confidential information and not disclose any Confidential Information received by Recipient to any third-party (except as otherwise provided for herein).

3. **Use of Confidential Information**. Recipient shall use Confidential Information solely in connection with Recipient's duties and responsibilities with and to the RMHA and not for any personal or business purpose. No other right or license, whether expressed or implied, in the Confidential Information is granted to Recipient hereunder. Title to the Confidential Information shall remain solely in the RMHA. All uses of Confidential Information by Recipient shall be for the benefit of the RMHA and any modifications and improvements thereof by Recipient shall be the sole property of the RMHA.

4. **Compelled Disclosure of Confidential Information**. Notwithstanding anything in the foregoing to the contrary, Recipient may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that Recipient promptly notifies, to the extent practicable, the RMHA in writing of such demand for disclosure so that the RMHA, 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 RMHA), Recipient may promptly comply with such request provided Recipient give (if permitted by such regulator) the RMHA prompt notice of such disclosure. Recipient agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the RMHA with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the RMHA is unable to obtain or does not seek a protective order and Recipient is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

5. **Term**. The term ("Term") of this Agreement shall commence on the date first above written and shall remain in effect during the entirety of Recipient's duties and responsibilities with and to the RMHA and for a period of 730 days following the conclusion of Recipient's duties and responsibilities to and with the RMHA. Provided Recipient's duties to hold in confidence Confidential Information that was disclosed during Term shall remain in effect indefinitely.

6. **Remedies**. Recipient acknowledges 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 RMHA that would result from the unauthorized dissemination of the

Confidential Information would be impossible to calculate. Therefore, Recipient agrees that the RMHA 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 RMHA shall be entitled to recover its costs and fees, including reasonable attorneys' fees from Recipient, incurred by the RMHA in obtaining any such injunctive relief and in otherwise enforcing its rights and remedies as may exist under this Agreement and at common law.

7. **Return of Confidential Information**. Recipient shall immediately return and redeliver to the RMHA 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 (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 and at such time as the RMHA may so request.

8. **Notice of Breach**. Recipient shall notify the RMHA immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Recipient or any other breach of this Agreement by Recipient. Recipient shall cooperate with efforts by the RMHA to help the RMHA regain possession of Confidential Information and prevent future unauthorized use.

9. **Miscellaneous**.

a. This Agreement is an addition to all other duties and responsibilities of Recipient to the RMHA, whether by written agreement, by rule of the RMHA or at common law. 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, without giving effect to any conflict of law's provisions thereof. The Circuit Court of the Commonwealth of Kentucky sitting in Fayette County shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

c. The failure by the RMHA to enforce Recipient’s strict performance of any provision of this Agreement shall 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 Recipient to be reasonable for protecting the Confidential Information, if any such restriction is found by a court to be unenforceable, such provision shall be modified, rewritten or interpreted to include as much of its nature and scope as shall render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any

respect, it shall not be given effect, and the remainder of the Agreement shall 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 Recipient shall not directly or indirectly assign or transfer it by operation of law or otherwise.

IN WITNESS WHEREOF, the parties have made and entered into this Agreement as of the date first above written.

RMHA:

Rocky Mountain Horse Association, Inc.

By: _____

_____
(Printed Name)

Title: _____

Recipient:

_____

_____
(Printed Name)

Serving as:_____

Approved 11-22-25