

**OFFICIAL RULE BOOK
(electronic format)**

**RESTATED ARTICLES of CHARTER of
GENERIC HORSE SOCIETY**

**ARTICLE I
NAME and DURATION**

The name of the organization is **INTERNATIONAL GENERIC HORSE ASSOCIATION (I.G.H.A.)**, and its duration shall be perpetual .

**ARTICLE II
PURPOSES and POWERS**

The **INTERNATIONAL GENERIC HORSE ASSOCIATION**, [hereafter referred to as **I.G.H.A. & the /this society**] having been formed as a non profit association of interested and concerned horse owners for the sole purpose (and in order) to promote a better understanding, appreciation and development of ALL equine types and breeds, without prejudice or fault due to any known or unknown origin, lineage or breeding, and in so doing, to collect and record relevant data about the development, well being, and future of all such types and breeds.

**ARTICLE III
BOARD of DIRECTORS**

- A.** The affairs of the society shall be managed by its Board of Directors.
B. The number of directors shall be not less than one, nor more than three, per each six thousand currently registered animals (or fraction thereof) with the society.
C. Directors shall be appointed by the holders of the trust of the society and the term of office shall be indefinite, but subject to annual confirmation by the trust.

**ARTICLE IV
DISSOLUTION**

Upon dissolution or final liquidation of the society, after payment or provision for payment of all of the liabilities of the society, the remaining assets of the society, if any, shall be distributed to HorseAid or other such tax exempt organization(s) selected by the Board of Directors which are related to, or share the purposes of this society, and are exempt from Federal income taxation pursuant to Section 501(c)(3) and (c)(6), of the Internal Revenue Code of 1954, or corresponding provisions of any future Tax Laws or Codes.

**ARTICLE V
EXISTING ARTICLES SUPERSEDED**

These Restated Articles of Charter supersede the heretofore existing Articles of Charter dated January 1st, 1975, and all amendments thereto. *Dated - July 15th, 1984.*

**BYLAWS of
INTERNATIONAL GENERIC HORSE ASSOCIATION**

**Article I
PURPOSES, POWERS and OFFICES**

1. Purposes and powers:

- A.** As put forth in Article II of the Restated Articles of Charter, dated July 15th, 1984.
B. To engage in any other lawful activities, none of which shall be for profit.

2. Offices:

- A.** The society may have any such offices as the Board of Directors may determine or the affairs of the society may require. The principle office of the society shall be located in the County of Los Angeles, State of California U.S.A. but may be changed from time to time by the Board of Directors.

**ARTICLE II
REGISTRANTS**

1. Classes of Registrants:

- A. Regular Registrants.** A regular registrant shall be any person whose registration application has been approved by the Executive Secretary in accordance with the Bylaws and rules and regulations of registration of this society.
B. Honorary Registrants. The Board of Directors may elect to honorary registrant any person who for special reasons may be deemed entitled to this privilege. All such honorary registrants shall be entitled to all of the privileges and rights of a regular

registrant. Honorary registrants shall not be required to pay a registration fee.

C. Sponsored Registrant. A sponsored registrant shall be deemed the same as a regular registrant as in 1A of this Article II, but whose registration fee shall be paid by HorseAid, or any other such grant as may be decided on by the Board of Directors.

2. Application of Regular Registrants:

A. Regular registrants shall be approved by the Executive Secretary in accordance with the provisions of this section 2. All applicants for regular registration shall file with the Executive Secretary or Registrar of this society a written application in such form as the Board of Directors shall from time to time determine. The Executive Secretary and/or Registrar shall pass upon each application and shall approve or reject it in accordance with such rules and regulations as adopted from time to time by the Board of Directors.

3. Privileges and Obligations:

A. All registrants shall have equal rights and privileges, except as otherwise limited by these Bylaws. All registrants shall obey and be bound by these bylaws, by the rules and regulations adopted from time to time by the Board of Directors and by the decisions and action of the Board of Directors.

4. Disciplinary Rules:

A. Registrants may be disciplined, expelled (certificate revoked) or suspended for cause after an appropriate hearing in accordance with such rules and regulations as adopted from time to time by the Board of Directors .

**ARTICLE III
BOARD OF Directors**

1. General Powers:

A. The affairs of the society shall be managed by its Board of Directors. Directors must be registrants of the society, but need not be residents of the State of California, or citizens of the U.S. The Board of Directors may adopt rules and regulations governing the rights, privileges and obligations of registrants not inconsistent with these Bylaws.

B. The Board of Directors may affiliate the society with other organizations which share the purposes of the society upon such terms and conditions and in such manner s may be determined from time to time by the Board of Directors.

2. Number and Tenure:

A. As outlined in Article III of the restated articles of charter dated July 15th, 1984.

3. Meetings:

A. Regular meetings of the Board shall take place on the last Monday of each month at such place and time as determined by the Board of Directors. Special meetings of the Board may be called by or at the request of the Chairperson or a quorum of the Board of Directors.

4. Quorum:

A. A majority of the number of Directors fixed by **section 2** of this **Article III** shall constitute quorum for the transaction of business at any meeting of the Board.

5. Removal:

A. Any Director may be removed from office, with our without cause by the holders of the trust of the society.

6. Compensation:

A. Directors shall not receive any stated salaries for their services as Directors of this society, but by resolution of the Board of Directors may be paid for their expense, if any, incurred in the performance of the business of the society.

7. Directors:

A. The Board of Directors shall appoint by quorum a Chairperson, Executive Secretary and Registrar and such appointments shall be made from members of the Board. Any two or more duties may be performed by the same Director except that of Chairperson and Executive Secretary. The Board of Directors may appoint to other such duties as it seems desirable or necessary any member of the Board of Directors.

B. Chairperson. The Chairperson shall chair at all meetings of the Board of Directors. The Chairperson shall also perform all duties incident to the business of the society and such other duties as may be prescribed by the Board of Directors from time to time.

C. Executive Secretary. The Executive Secretary shall keep full and accurate minutes of the meetings of the Board of Directors; see that all notices are duly given in full accordance with these Bylaws or as required by law ; be custodian of the records of the society; keep or cause to be kept, correct and complete records of accounts showing the financial condition and results of the operations of the society, and in the absence on the Chairperson or in the event of the Chairpersons inability or refusal to act, perform the duties of the Chairperson, and when so acting have the full powers of the chair position.

D. Registrar. The registrar shall be custodian of the seal of this society and see that the seal is affixed to all registration documents; keep a register of the post office address of each registrant and deposit all funds of the society coming into the registrar's hands in depositories, to be designated by the Board of Directors.

ARTICLE IV INDEMNIFICATION

The society shall indemnify to the fullest extent permitted by California Law any person who is made, or threatened to be made, a party to an action, suit or proceeding, whether civil, criminal, administrative, investigative or otherwise (including an action by or in the name of the society), by reason of the fact that the person is or was a director of the society or serves or served at the request of the society as a director or officer of any other organization. The entitlement of any person to indemnification thereunder and the amount of that indemnification shall be determined in accordance with the procedures and other provisions set forth in California Law in effect at the time.

ARTICLE V CONTRACTS, CHECKS, DEPOSITS, FUNDS and GIFTS

1. Contracts:

A. The Board of Directors may, by the affirmative vote of two-thirds of the directors, authorize any board members, agent or agents of the society, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the society and such authority may be general or confined to special instances.

2. Checks, Drafts, etc.:

A. All checks, drafts, or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the society shall be signed by such board member or members of the society and in such manner as shall from time to time be determined by resolution of the Board of Directors of the society.

3. Deposits:

A. All funds of the society shall be deposited from time to time to the credit of the society in such banks, trust companies or other depositories as the Board may select.

4. Gifts:

A. The Board of Directors may accept on behalf of the society a contribution, gift, bequest or devise for the general purposes or for any special purpose of the society.

ARTICLE VI CERTIFICATES of REGISTRATION

1. Certificates of Registration:

A. The Board of Directors may provide for the issuance of certificates evidencing registration in the society, which shall be in such form as may be determined by the Board. Such certificates shall be signed by the Executive Secretary or Registrar and shall be sealed with the seal of the society. All certificates evidencing registration of any class of registrant shall be numbered. The name and address of each registrant and the date of issuance of the certificate shall be entered into the Book of Registry of the society. If any certificate shall become lost, mutilated, or destroyed, a new certificate may be issued therefore upon such terms and conditions as the Board may determine.

2. Issuance of Certificate:

A. When an applicant has been approved for registration and has paid the required fee (s), if any, a valid certificate with seal affixed shall be issued in the animal's name and delivered to the registrant by the Executive Secretary or Registrar of the society.

ARTICLE VII FISCAL YEAR

The fiscal year of the society shall be the same as the calendar year.

ARTICLE VIII FEES

The Board of Directors may determine from time to time the amount of registration fees, if any, and the cost of goods and other services as may be required by the society.

ARTICLE IX ASSETS

The society shall not have nor accrue any permanent assets, save that of its good name, the goodwill of its registrants, and any trade/service marks as may be required by the society.

ARTICLE X BENEFACTION

The primary beneficiary of any programmes or services the society may offer, shall be the animals registered thereof. The secondary beneficiary shall be its registrants.

ARTICLE XI SEAL

The Board of Directors shall provide a society seal, which shall be in a form so determined by the Board, and shall have inscribed thereon the name "INTERNATIONAL GENERIC HORSE ASSOCIATION" or an abbreviation thereof, and the words "OFFICIAL SEAL".

ARTICLE XII AMENDMENT TO BYLAWS

These Bylaws may be altered, amended or repealed, and new Bylaws may be adopted only at a duly constituted meeting of the holders of the trust of the society by an affirmative vote of at least two-thirds of a required quorum of said trustees present at such meeting.

GENERAL RULES AND REGULATIONS

01 thru 20] NOT ASSIGNED

21] ELIGIBILITY REQUIREMENTS:

a) Any horse or pony is eligible for registration with this society, without any regard to breeding, type, age, lineage, or past history **except** as noted under 21c and 21d.

b) Any horse or pony that is now, (or will be) registered with any other registry, club, or association, whether or not a breed registry, club, or association, is **also** eligible.

c) Horses and/or ponies that are **deceased** are ineligible for society registration.

d) Any applicant, or any horse and /or pony owned, leased, or otherwise under the control of such applicant, that such applicant having ever been convicted of any statute involving any form of equine abuse and/or gross negligence resulting in any such abuse, and whose case is not under current appeal or otherwise unsettled, is **ineligible** for registration.

e) **Shall** mean to be the same as 21d, except the word "applicant" is **deleted**, and the word "registrant" is **inserted** in the deleted place.

22] REGISTRATION:

a) The registration of any horse or pony with this society is based and predicated upon the agreement, acceptance, and consent of the applicant that the final decision on all registration matters and the final interpretation of all rules covering said matters shall be made by the Board of Directors of the society, and that the decisions and interpretations of the Board of Directors shall be binding on any and all parties so concerned.

b) The application for registration shall be fully completed (ink or typed) and signed in writing (in ink), by the owner, lessee, or agent authorized to act on behalf of the owner.

c) All statements made on any application to this society for the purpose of registering any horse or pony, must be true and correct to the applicant's best personal knowledge.

d) The correct and total due registration fee (from a current schedule), must accompany the completed application. (see also section 61, and Article VIII of the society Bylaws).

e) The society makes no claim, nor can it guarantee the acceptance of, or by, any other registry, association, club, or organization, of any animal registered with this society.

23] CERTIFICATE:

a) All Certificates are, and shall remain the sole and exclusive property of the society.

b) Any applicant, having met all the rules and conditions of eligibility and registration contained herein, shall be issued a valid **I.G.H.A. Certificate of Registration** by the society, such certificates being considered valid from the date imprinted with the **Official Seal** of the society and retaining such validity (except as noted herein) "in perpetuity", without the assessment of any annual dues or other additional fees (excepting corrections, replacements, transfers, or other such requested services), to insure such validity.

c) Any Certificate of Registration issued by this society that has been altered by someone other than an official of the society empowered to do so, or been defaced in any manner, or is not imprinted with the Official Seal of the society, or has and the seal removed or defaced, or has an illegible, forged, or fraudulent registration number, or cannot be verified as authentic or valid by the Registrar of the society, or contains information provided by an applicant or other such person acting on said applicant's behalf in an attempt to defraud or deceive the society, is considered invalid and subject to surrender.

d) Any Certificate issued by this society from January 1st, 1975 of any letter series, not having been rendered invalid by any condition contained herein, is considered still valid.

e) Those Certificates issued in the name of the National Generic Horse Registry (series A and B), or the International Generic Horse Registry (series C), although valid, are considered obsolete. A

registrant possessing such documents, wishing to update to I.G.H.A. Certificates may do so at no cost or fee. The obsolete document(s) will be rendered invalid and returned to the registrant along with the new I.G.H.A. document(s) for keepsake.

f) Although Certificates are issued to a registrant (a person/or persons in the case of partnerships, or a trust, or corporation, etc.), they are issued in the name of the animal therein described (i.e., a horse or pony), therefore Certificates may not be issued in the name of something other than a living horse or pony (an animal), of the genus *Equus caballus*.

g) Certificates are retained by (in possession of) the registrant "in perpetuity", (Certificates are held "in trust" by the registrant for the animal therein described) **excepting** any of the following conditions: (such conditions being referred to as a clause).

Clause I: Transfer of Ownership; In the case that the owner of record sells, deeds, or otherwise transfers to another party an animal that is registered with this society, then a transfer of ownership as contained on the reverse side of the Certificate must be effected, following the complete instructions therein contained. The completed transfer, along with the appropriate fee as imprinted on the Certificate, must then be forwarded to the society at the address so listed. The buyer (or recipient) of the registered animal agrees by completing the transfer that; (s)he/they has/have read and understand the rules of registration of this society, and meet all the qualifications contained therein for applicants. A corrected Certificate will then be issued to the new owner/registrant.

Clause II: Non-registered (without papers) Transfer of an Animal; In the case that the owner of record sells, deeds, or otherwise transfers to another party an animal registered with this society without effecting a transfer of ownership (i.e. "sold without papers", etc.), the registrant must (within 30 days) so notify the society of the fact, and surrender the appropriate Certificate to the society for proper notation and invalidation.

Clause III: Demise of Animal; In the case that an animal registered with this society dies, then the registrant of record must (within 30 days) so notify the society of the date of death and if known the cause, and return the Certificate for proper notation. The animal's records and Certificate will be marked "deceased", and the Certificate (if so requested) will be returned to the registrant. (Certificates so marked are "retired")

Clause IV: Disciplinary Action; In the case of a registrant found in violation of any rule(s) set forth and contained herein, including right of revocation of any and all Certificate(s) so issued. The Board will notify by written notice the cause and action brought forth to warrant such action, and allow 30 days from the posting of such notice before effecting any such action. The registrant shall have this time allotted to respond to, and appeal such cause of action. In the case that such appeal is upheld in the registrant's favor, the society will let stand "as before" all rights and privileges of the registrant, without prejudice. However, in the case of no such response or appeal is received or that such appeal is disallowed, then the registrant has 15 days, from the expiration date allotted for such response or appeal (such response or appeal not having been made), or from the posted date of the official notification that such appeal was disallowed, to accept such disciplinary measures as demanded by the Board or (and if such disciplinary action was so demanded) surrender any and all Certificates in the registrants possession, and the surrendered Certificate(s) rendered invalid.

h) The owner of the dam at the time of foaling will be listed on the Certificate as owner of said foal unless a transfer of ownership accompanied the registration application.

i) The society shall not be liable for any error or misrepresentation on the Certificate or Registration, and in the case of such error or misrepresentation, the society reserves the right to suspend, revoke or correct the issued document and the book entry thereof.

j) If a Registration Certificate is delivered to the society for any purpose and it is not possible to issue a corrected Certificate because of a requirement of the society not being met, the certificate will be retained in the office of the society until the necessary documents or required information or fees are received.

k) When an animal is altered (gelded or spayed) the Certificate of Registration must be returned to the society, accompanied by a form from the owner as to date/type of surgery.

l) If an owners name is changed due to marriage, it is not necessary for the Certificate of Registration to show the change. However, it is necessary that the society be advised of the new name and address as well as the former name and address. If an owner wishes to have her/his new name appear on the **face** of the certificate then an official status change must be requested. See schedule of fees. However, if the owner wishes only a change of name as it appears on the **back** of the certificate, the change can be made at no charge.

m) Within 30 days from the date the Certificate of Registration is issued by the society, the owner may return the certificate for correction of inaccuracies at no charge.

n) A duplicate certificate is a new Registration Certificate which is issued when the original has been lost or destroyed. It may be issued only upon receipt of a notarized statement of loss from the registrant/owner or his/her agent. See schedule of fees.

o) If a replacement certificate is desired (i.e., if certificate has become worn or illegible), send a request for a new certificate, the old certificate and appropriate fee.

p) A corrected certificate is one which is issued to indicate a change in the animals name (if allowed), color, markings, or the removal of scars or brands which previously had been indicated on the certificate, or correction of minor errors submitted on the original application for registration. The society must be provided with the original certificate, a notation as to the correction required and the appropriate fee before a corrected certificate can be issued. See fee schedule, official status change. **However**, if no correction is required on the Certificate of Registration, the correction is without fee.

24) REGISTRATION NUMBERS:

a) All animals registered with the society shall be assigned a permanent registration number, such number to remain so assigned until the animal is deceased at which time said registration number shall be permanently retired. No animal may be assigned multiple numbers or have such number changed after so assigned, **except** as noted in rule **24b**.

b) Any animal having been assigned a permanent number, and such animal proving to be an exceptional equine by virtue of performance in competitive events, or by the quality of its get or produce, or by devotion or service or other such acts far above and beyond what would be considered as normal and/or is awarded by the society with any society award or honour (see Awards), so shall such animal receive a registration number from a series so reserved, along with a new Certificate of Registration so noted. (without cost or fee).

c) Shall mean to be the same as **24b**, except it shall apply to animals *not* previously registered with the society, and whose merits have already been documented and noted.

d) All registration numbers below **010000** (the number **after** the series letter), shall be deemed to be **Charter Registrants** and eligible for any and all privileges thereof.

25 thru 29) NOT ASSIGNED

30) HORSE/PONY NAMES:

a) Each animal registered with this society must be given an acceptable name consisting of no more than twenty-six (26) letters and spaces (punctuation marks and numbers cannot be used), may not end in "filly" or "colt" or be suggestive or which have vulgar or obscene meanings, or are similar in pronunciation to any of the above. In the case of *duplicate/multiple* names being requested, the following notation(s) will apply; for the first animal registered, no notation (i.e. Doe Equine), for the second (or more) animal with the same name registered a II or III, etc. will be placed **after** the requested name. (i.e. second Doe Equine registered will be noted as Doe Equine II, third would be Doe Equine III, etc.)

b) A name can be changed by the registered owner, only if there have been no get or produce registered with this society to that animal, or if (after registration with this society) it has never started in a recognized race, or the change is not an attempt to defraud this society or any other person(s) and/or organization(s), further, once an animal has been entered into any point earning program of the society and earned one (1) point or more, the animals name may not be changed during the year for which such point(s) were accrued.

c) Animals also registered with a recognized breed association shall default to the rules and regulations regarding name changes as put forth by said association or registry.

31 thru 39) NOT ASSIGNED

40) BREEDING PROGRAM:

a) It shall be understood by any and all registrants wishing to enter the society breeding program, that the society can make no claims or verifications except as supplied by the registrant/owner of any animal so involved, and that any breeding program so undertaken shall be the sole responsibility and liability of the person(s) and/or registrant(s) involved, and that the society shall not be an involved party to any such program except as it affects the registration procedure and rules and regulations of the society. Further it shall be understood that *any* breeding program requires thoughtful planning and diligent management if it is to succeed and not contribute to an already overabundance of existing horses and ponies that cannot be placed with human companions who desire them.

b) Any stallion over the age of three (3) years old and registered with the society may enter the breeding program, **except** those stallions that are monorchid, cryptorchid, parrot mouthed, have an under-shot jaw, or are known (or suspected) of "throwing" severe faults.

c) Any mare over the age of four (4) years old and registered with this society is eligible to enter the breeding program **except** those mares that are known (or suspected) of "throwing" severe faults, or have in 50% or more of conceptions failed to carry to term, had stillborn foals, or whose foals have not survived 72 hours after foaling, or are known foal rejecters, or have any known fault in their reproductive system that would interfere with a successful

foaling, or whose age/or general condition of health or current conformation would cause any harm to mare or foal, or their future well being.

d) Owners of registered stallions enrolled in the breeding program must file a stallion report with the society by **December 31st** of the breeding year, together with a report fee, listing all mares bred during that year. A separate report must be filed for each stallion for each year. Mares so bred are not required to be registered with the society, **however** such mares must still meet all the other requirements set forth in rule **40c**.

e) Any registrant of the society entering an animal in the breeding program agrees by so doing, to allow the society to disclose any such information as may be required by any other such registrant as concerns a registered animal for a specific breeding only. The society shall make available a list of all registered stallions (if any) located in the appropriate geographical area of the requesting registrant. This shall be the sole direct involvement of the society in these matters *except* as noted in this section **40**. There will be no charge by the society to society registrants for this service, however the society requires all such requests to be in writing and accompanied by a business sized self addressed stamped envelope. All registrants so bound by this **40e**, shall consent to a waiver of any and all applicable sections as put forth in section **70**.

f) The owner of the dam at the time of foaling is responsible for registration of the foal unless a bill of sale, prior lease agreement, or a transfer of ownership accompanies the registration application. [see also section(s) **23g**, Clause I, and **23h**]

g) Artificial insemination (AI) may be used, so long as any mares so bred appear on the stallion report as having been bred artificially (AI).

h) Mare owners are not required to pay a fee to the society for the participation of eligible animals (section **40c**). Those stallion owners not having designated their animals as breeding stallions upon initial application to the society, will be assessed a one time fee (for each breeding stallion not previously registered) upon entering the program, this includes a I.G.H.A. stallion report form for each animal so entered. Stallion reports and filing fees are due by **December 31st** of the breeding year. A late fee will be assessed to the original fee for reports received up to one (1) year late and a penalty fee added to any late fee(s) due for reports received over one (1) year late.

i) Embryo transfers while showing promise are still considered experimental by the society and in order to reduce the risk to both mares of any such procedure, are **not now allowed**.

j) Mares exposed to two or more stallions in less than **45 days** will have the name of each stallion given as the sire of any resulting foals unless a determination of the correct sire can be made by blood testing and/or such other information as may be available.

k) Animals also registered with a recognized breed association whose rules or regulations differ from those outlined in this section **40**, shall default to the differing rules or regulations regarding the breeding program as put forth by said association or registry.

l) Participation (or the lack thereof) in any breeding program of the society shall be entirely voluntary, and shall **not** be a prerequisite or in any way affect the eligibility of an animal for registration with the society that would otherwise be so eligible.

41 thru 49] NOT ASSIGNED

50] TRANSFER OF OWNERSHIP, ETC.:

a) Transfer of ownership; as contained in this section and **23g** Clause(s) I and II.

b) Bills of sale; if for any reason the Certificate of Registration is not available to complete a transfer, a bill of sale will be accepted, providing that all the necessary information is supplied thereon and the reason such certificate is not available is given.

c) Minors; if a registered owner of an animal registered with the society is a minor and can write, his/hers signature will be required on the transfer application as seller. If the minor is too young and cannot write, the society will accept the parent's or appointed guardian's signature, providing such signature is "for" and the age of the minor is given.

d) Divorce; in the cases of divorce when a properly executed transfer of ownership cannot be obtained, a certified copy of the divorce decree and property settlement must be filed with the society. The settlement must list the animal(s) so affected by registered name and number, as well as the name(s) of the person(s) appointed by the court to receive possession of the animal(s). The divorce decree and property settlement will serve as a required prerequisite for a transfer of ownership application, and the transfer will be (upon approval) completed to the person(s) awarded the animal(s), or as an authorization for the receiver to sign any and all papers regarding the animal(s). Any Certificate(s) of Registration not in the possession of the person(s) so named by any such decree as entitled to the possession of said animal(s), shall be **surrendered to the society**.

e) Sheriff's Sale; if an animal registered with the society is sold at a Sheriff's sale, a certified copy of the Sheriff's bill of sale must be filed with the society. This certified copy will serve as a *temporary*

transfer of ownership application until such time as a proper application or transfer is completed and received by the society.

f) Animals Racing and Claimed; the Racing Secretary of the event so involved shall, on approval by the Stewards, fill out the application for transfer. The date of claim and new owner's name and address are to be added to the back of the certificate and signed by the Racing Secretary. A duplicate registration application must be filed by the new owner.

g) Death of Registered Owner; if an owner dies, the society must receive a certified copy of the letters of Administration or Letters Testamentary and a certified copy of the death certificate before a transfer of ownership can be completed. If there is no estate or will, the society will accept a court-approved transfer of ownership on the animal(s) so affected and a copy of the death certificate. **If a registered owner becomes unable to conduct his/her business, the society will require a Power of Attorney to be so filed.**

h) Multiple Owners; if there is a joint ownership of an animal registered with the society, both owners listed on the face of the certificate must sign the transfer unless "or" separates each name. In the cases of persons, partnerships, corporations, businesses and syndicates, a notarized statement must be on file with the society listing the person or persons who may sign for that entity and the dates (beginning and ending) involved.

i) Authorized Signatures; if anyone other than the registered owner, recognized lessee, or as otherwise noted in this section **50** is authorized to sign a transfer or other documents, a notarized statement signed by the owner or recognized lessee, giving specific details such as the authorized person's name and address as well as signature, and the dates involved, must be on file with the society. The society cannot accept the signature of anyone other than the registered owner or lessee as recognized by the society **without** this authorization. **(such person will be recognized as the authorized agent)**

j) Disputed Rights; if a dispute arises concerning rights of any kind involving an animal registered with the society, it is suggested that you first try to resolve the dispute out of court, and if unsuccessful contact an attorney and litigate or arbitrate the dispute. The society is not empowered to act or make legal decisions concerning any such dispute and will abide by the final decision of any court or arbitrator having jurisdiction in any such dispute. The society will require a certified copy of the court record or arbitration decision before any official change can be made to any society record or document concerning any animal or person so affected by any such decision.

51] LEASES:

a) For the lease of an IGHA registered animal to be recognized by the society, a copy of a properly executed lease must be filed with the Registrar, signed by both lessor and lessee. The notice must provide the effective date of lease and may provide a termination date. Otherwise it may be terminated by written notice, giving a termination date, signed by both lessor and lessee; or by a properly executed transfer of ownership which shows a change of registered ownership from lessor to lessee and which is signed by the lessor.

b) The society recognizes the rights of a lessee (excepting the right of transfer of ownership) to be equal to that of the registered owner unless specific limitations are included in the lease agreement filed with the society. Enforcement against the lessee of any limitations so specified shall be solely the responsibility of the lessor.

c) Transfer of ownership arising from claiming races will terminate any such lease.

d) During the effective term of the lease as filed with the registrar, the society will not record subsequent changes in ownership until the lease is terminated.

e) Registration by a lessee of a leased horse or pony is **allowed**, and shall be the same as that required for any other eligible animal and/or registrant, *except* that the lessee is also required to file a copy of the lease agreement along with the application for registration. Any Certificate of Registration so issued from such an application shall have the true owner's address on the face of the certificate, and the lessee's name and address imprinted on the back of the certificate as "lessee" of the animal therein described. Upon termination of the lease, the lessee must surrender the certificate to the society or transfer the certificate to the registered owner upon condition that such owner will make a duplicate application for registration with the society. The required application form must be returned to the society along with the certificate for proper notation and correction. **DO NOT WRITE ON THE CERTIFICATE!** This is not the same as a transfer of ownership, and will be completed without any additional cost or fee.

52] LOST or STOLEN ANIMALS:

a) If an animal registered with the society should become lost or is discovered missing and/or is believed to be stolen, please notify the society **at once!** The animals records will be so marked, and entered into the society computer EquiSure program as missing. Any application for registration that contains an "Exact match" of identifying characteristics (as determined by the

computer) will not be processed until such time as both owners are notified and a determination made that it is not the same animal. If the animal is subsequently found or recovered, again notify the society at once, as no activity (other than those involving recovery) is permitted on the records of animals marked "missing".

b) The Certificate of Registration can serve as proof of ownership if required, and the society will (upon written request) furnish (without cost) a certified copy of the registration application, any photographs, or other pertinent information it may possess that would aid in the recovery of such an animal, to the registered owner, recognized lessee, authorized agent, or requesting law enforcement agency involved in such recovery.

53] STANDARD OF PERFECTION:

a) Since society registration is open to all types and breeds of horses and ponies, there can be no one "Standard of Perfection" for the purposes of the society, nor is any required. In the cases of animals also registered with a recognized breed association the standard of perfection for those animals shall be as determined by said breed association. The society, however, is not bound by any such standard, and conformation and/or breeding is never a factor in determining the eligibility of any animal for society registration.

b) There is no discrimination against registering an animal with glass (blue) eyes.

54] AGE of ANIMALS:

a) The age of a horse or pony shall be computed from the **actual** date foaled (if known). If the actual date foaled is unknown, an approximation or year only is fully acceptable. The age on an animal is never used as a determination of eligibility for registration.

b) For the purpose of any show, point, or award program that the society may conduct, in which age would be a factor in "like" groupings of classes, the age of an animal shall be computed on the basis of a calendar year starting on Jan. 1 of the year (believed) foaled.

c) When, according to society records, a horse has lived thirty (30) years (or a pony thirty-five (35) years) past Jan. 1 of its foaling year, it will be presumed dead and its registration file so marked, without necessity of prior notice. If the animal has not actually died, the owner may contact the society and provide satisfactory evidence that the animal is alive, which the owner will be required to do on an annual basis.

d) For animals foaled in countries located south of the equator, the foaling year for rules **b** and **c** of this **section 54** shall be considered to begin on Aug. 1 instead of Jan.1.

55] BREED or TYPE:

a) The listing of any animal as a specifically recognized breed and/or type (or any cross thereof) on any application for registration with the society will be considered entirely dependent on, and at the discretion of, the applicant. Those applicants registering animals also registered with a recognized breed association wishing the society to make such note, may at their own option, submit the proper documentation of such registration for society notation. Animals that are so registered shall have no greater benefit (nor any less) than those that are not, but will be so recognized by their identifier number.

56] STUD BOOK:

a) The society will maintain a stud book listing all stallions in the society registered as "breeding stallions". The animal will be so entered upon receipt of the first stallion report filed with the society. (an animal's name may not be changed after it is so listed)

57] RACING REGISTER:

a) The society will maintain a current racing register noting the performance of society registered animals. An owner of such an animal, wishing the animal's performance in *recognized* races to be so included, should forward the official results tally to the society for proper notation. (an animal's name may not be changed after it is so included).

58] NEW or DEVELOPING BREEDS:

a) Those developers of new out-cross or foundation line animals breeding to a specific new type of breed or "Standard of Perfection" not recognized by a national stud book, wishing to use the society as their Official Registry of Record, shall make such application as may be required by the Board of Directors for "Divisional Status" within the society.

b) Animals accorded such "Divisional Status" within the society, shall have no greater benefit than those that are not, and dependent on any such agreement than may be so entered into between the Board of Directors of the society and said developers, such animals may or may not be bound by all the rules and regulations contained herein.

c) No waiver of rule(s) **21d**, or **21e** shall be permitted, or entered into by the Board.

d) Any such agreement that may be so entered into by the society, shall not be for profit.

59] RECOGNIZED REGISTRIES or ASSOCIATIONS:

a) The determination of any organization as "recognized" by the society shall be at the sole discretion of the Board of Directors, but shall generally include those non profit organizations which maintain a nat'l stud book and are identified with a specific breed.

60] LEGAL WAIVERS:

a) The society has adopted the following provision(s) for the mutual benefit of all registrants and with the intention of reducing the society's litigation expenses, which expenses would ultimately be borne by registrants and non-registrants participating in society activities and programmes. Every registrant, by registering an animal with the society, or non-registrant, by purchasing (or acquiring) society registered animals, filing registration applications or other documents with the society, or participating in society programmes and/or approved events does thereby agree:

I If unsuccessful in an attempt to overturn society decisions, actions, rules or regulations, to reimburse the society for its reasonable attorney's fees, court costs and other expenses in defense of such suit; and
II That (s)he will not commence any action, whether in law or equity, against the society in any courts other than those Federal and State courts located in Los Angeles County, California (U.S.A.); and
II That any and all transactions with the society shall be deemed to have occurred at Rancho Palos Verdes, County of Los Angeles, State of California (U.S.A.).

61] FEES:

a) All fees and sums required by the society shall be remitted in U.S. Funds, and made payable to; "Intentional Generic Horse Association" or "I.G.H.A." (no other payee accepted).

b) Prepayment of any and all fees or charges for any goods or services the society may offer is a prerequisite. The society shall have no "open accounts", or allow charges to be accrued, nor will it ship or post items on a C.O.D. basis. The Board of Directors however, may make provisions for the acceptance of credit/charge cards as the required prepayment.

c) Cheques, drafts, or other negotiable instruments returned (or refused), by the issuing bank for whatever reason, will be subject to the original amount plus a bank handling fee.

d) When an application is accepted, the canceled check/M.O. stub shall serve as a receipt for the fee(s) paid, but shall not bind the society in any way in the event of error.

62] JURISDICTION:

a) In the event of a jurisdictional dispute between the society and any other registry or association concerning the rules and regulations contained herein, or of an animal registered with the society, or any of the programmes and /or services the society may offer or conduct, then shall such a jurisdictional dispute be resolved in an equitable and amicable manner by the Directors of the society and the other association(s) so involved.

b) In the event that any such dispute cannot be resolved, then the society will agree to independent arbitration to resolve the matter. If no resolution can be arrived at by whatever means, the society will be bound by the final decision of its Board of Directors.

d) The society has made such provisions in the rules and regulations contained herein to further avoid any such "jurisdictional disputes" concerning animals also registered with "defaulted" (or replaced by) those applicable section(s) of the recognized association or registry's rules and regulations. In the case of a rule or regulation (or any part thereof) of the society not subject to, or noted to have, such a "default clause", and noting that society enforcement of such rule or regulation would cause undue hardship to a society registrant, or an animal under his or her control, so may such registrant petition the society for a special waiver of part or all of any such rule. (except rules **21e**, or **d**)

63] RECORDS:

a) Material accuracy of records furnished by the society, is warranted only to the extent of using its best efforts in the compilation thereof, and are compiled in reliance on a written application submitted and attested to by the applicant. Consequential damages are expressly excluded. No warranties, express or implied, arise from records issuance, other than as stated herein, as the recipient receives this record on an "as is" basis only.

64] VIOLATIONS:

a) No person shall refuse, on reasonable request, to answer promptly and truthfully any inquiry concerning an animal or an ancestor thereof in their ownership and control, which has been

registered, or for which application to register has been made with the society.

b) No person shall; misrepresent the name, age, parentage, or registration status of an animal registered with the society, or represent by advertisement, claim or otherwise that an animal so registered has earned or is entitled to any official society designation or honor prior to the actual issuance of such designation or honor or after its cancellation.

c) No person shall furnish information to the society for the purpose of any official action which is not true and correct to the best knowledge and belief of the informant.

65] FRAUDULENT PRACTICES:

a) No person shall represent any animal owned or managed by them to be registered with the society unless the same is entered (and so listed) into the society's book of registry.

b) No person, or persons, firm or corporation shall issue, sell, exchange, give away or receive, or offer to do any thereof, any false or fraudulent certificate, representing the same to be genuine or official certificate as issued by the Registrar of the society.

c) No person shall alter, in any way change, or attempt to hide or alter the natural markings of an animal registered with the society by surgery, dye, or in any other manner.

d) No person shall represent as a society registered animal, any animal other than the animal for which said registration is in name of, and certificate of registration issued.

e) Any surgical procedure which could affect the animal's performance or alter its natural conformation or appearance is prohibited, except for those surgical procedures performed by a licensed veterinarian for the sole purpose of protecting the health of the animal.

66] DISCIPLINARY PROCEDURE:

a) As put forth in this section 66 and section 23, Clause IV.

b) Any registrant may be disciplined, suspended, or expelled from the society and any registrant or non-registrant may be denied any or all privileges of the society or any registration certificate may be canceled by the Board of Directors whenever it shall have been established by satisfactory evidence that such registrant or non-registrant has; violated any pertinent rule or regulation of the society; made a misrepresentation in a registration application in order to deceive the society; failed to comply with the restrictions or express conditions imposed as a result of any disciplinary action by the society; engaged in conduct detrimental to the society, its programmes, policies, objectives, and harmonious relationships of its registrants; acted, incited or permitted another to act in a manner contrary to the rules and regulations of the society, or in a manner considered improper, unethical, dishonest, unsportsmanlike, intemperate, or prejudicial to the best interests of the society and/or that of its registrants.

c) In regard to a violation of any show, contest or awards programme rule or regulation, as part of its disciplinary action, the Board of Directors may revoke participation privileges in all society events and programmes for a determined or indefinite period and, in addition, may assess a fine not to exceed \$500.00.

67] DISCIPLINARY APPEALS:

a) As put forth in this section 67, and section 23, clause IV.

b) The determination and action of the Board shall be final and binding on all parties.

68] GENERAL NOTICE PROCEDURE:

a) Every notice required by these rules and regulations may be served by delivering a copy of the notice to the person to be served, or their attorney, either in person or by mail, postage prepaid, to their last known address as it appears on society records, and upon mailing, such notice will be deemed received by such person upon deposit in the U.S. Mail.

69] NOT ASSIGNED:

70] RELEASE of INFORMATION:

a) The society will not respond to inquiries by third parties, other than pursuant to legal process or court order, with respect to specific animals or registrants within the society, unless such right to privacy has been waived (by action, cause, or as set forth in these rules and regulations) by said registrants, or the registered owners, lessees, or authorized agents of said animals. (society records and practices are deemed confidential)

b) Requests for information regarding a specific animal within the society will be honored only when such requests are in writing, and signed by the registered owner, lessee, or authorized agent of the animal in question, or when, with prior written approval by any of the aforementioned persons, such information is approved for release to a third party.

71 thru 79] NOT ASSIGNED

80] PROTEST PROCEDURES:

a) Any registrant of the society, or any non-registrant participating in society events or programmes, may protest the registration of an

animal, or the acceptance of an applicant or registrant in the society, or the awarding of any honor thereof, or the final placing in any society recognized programme or event, by filing a written protest with the Executive Secretary of the society, together with a protest fee (see protest fee schedule) made payable to the Registrar of the society, and stating clearly why the protest was filed. All protests must be signed and dated by the person(s) making the protest. The protest fee shall be refunded only if the protest is ultimately upheld by decision of the Board.

b) No protest fee shall be required if such protest is from a member of the Board.

c) All protests shall be reviewed by the Executive Secretary who shall determine the basis (if any) of such protest. If the Executive Secretary determines that such basis does exist, the protest shall be forwarded to the Board of Directors for review and action.

d) The registered owner, lessee, or authorized agent of the involved animal, and/or the human recipient of the award, honor, or placing shall be given a written "Notice of Protest" within 15 days after receipt of a properly completed and signed protest is received by the Executive Secretary. The Notice of Protest shall state the reason for the protest, and allow 30 days for a response thereof. If no response is received by the Executive Secretary within the 30 day period, the society will automatically suspend, re-classify, or revoke the registration of the animal, and/or re-classify, amend, or cancel such award, honor, or placing, and recommend disciplinary action if so warranted.

e) No person who files a protest or who otherwise participates directly or indirectly in filing a protest shall serve in any capacity in the determination of the validity or invalidity of the protest including any appeal thereof.

81] PROTEST DECISION PROCEDURE:

a) The Board of Directors shall, at the next regularly scheduled Board meeting, decide the merits, or lack thereof, of any protest so forwarded to it by the Executive Secretary.

b) The Executive Secretary shall notify all parties so concerned of the Board of Directors decision, not later than 15 days after the Board has reached such a decision.

82] PROTEST APPEAL PROCEDURE:

a) If a duly filed protest is upheld, the person(s) receiving and affected by the adverse decision shall have 30 days from the receipt of said decision to file a "Protest Appeal", together with a protest appeal fee (this fee shall be equal to the protest fee) with the Executive Secretary. The Protest appeal must be signed & dated by the person(s) receiving the adverse decision, and must state clearly the reason(s) such decision should be overturned or modified. The Board of Directors will review and act on any such appeal, and notify the person(s) so involved of its final and binding decision within 15 days of reaching a decision. The protest appeal fee will be refunded only if the appeal is upheld.

83]REGISTRATION APPEAL PROCEDURES:

a) The owner, lessee, or authorized agent of a horse or pony shall have the right to request that the Board of Directors review; a rejection of the registration application relating to the animal or its applicant; or the initial registration classification of the animal; or the denial of a requested change in the registration classification of the animal. All such reviews shall be conducted at the next regular meeting of the Board of Directors following the receipt of a written request for review. An appeal fee shall be required for such review, which fee shall be refunded if the appeal is upheld.

b) A written "Notice of Board Decision" shall be given to the appellant not later than 15 days after the meeting. The determination of the Board of Directors shall be final and binding on all parties. Upon request, the owner shall return the Certificate of Registration, if any, of the subject animal to the Registrar for revocation or correction.

84 thru 89] NOT ASSIGNED

90] AMENDMENTS:

a) These Rules and Regulations, except those pertaining to registration of animals, and/or eligibility of applicants and registrants, may be amended at any time by change, addition, or repeal by a two-thirds majority vote of the Board of Directors, but only after proposal of specific amendment shall have been submitted to an appropriate committee for study and report, or by unanimous vote of the Board of Directors without such committee reference.

b) Those Rules and Regulations pertaining specifically to the registration of animals, or the eligibility of applicants and registrants, may only be amended by the society trust.

91] RULE CORRECTIONS:

23k: addendum: "along with the appropriate fee." (change to gelding [or] status change)

23m: addendum: (inaccuracies shall not mean to include a change of the animal's name)

40d: addendum: "said owners must also issue a properly completed and signed breeding certificate with each sold mare so bred, and to each mare owner, lessee, or authorized agent whose mare is so serviced by any such stallion at the time of such service.

40d/h: clarification: the term "owner" is used in lieu of any lessee or authorized agent.

40h: correction: Mare owners may breed eligible mares to "outside" stallions, however such stallions must be registered with a society recognized association or registry, and a properly completed and signed breeding certificate must be obtained at the time of service.

50f: addendum: "The transfer fee (if any) shall be paid by the new owner."

56a: addendum: "along with all mares listed on the report as being bred by said stallion."

92 thru 99] NOT ASSIGNED

DEFINITIONS

The following are definitions of some terms used in I.G.H.A. forms and the Official Handbook, and should be referred to for a full understanding of the rules and regulations.

100 thru 110] NOT ASSIGNED

111] BASE COLOUR – The dominant colour of an animal, determined from body/neck/head areas.

BAY: Body colour ranging from tan, through red, to reddish brown; mane and tail black; usually black on the lower legs.

SEAL: Body colour very dark brown; mane and tail dark brown or black.

BLACK: Body colour true black without light areas; mane and tail black.

CHESTNUT: Body colour dark red or brownish-red; mane and tail usually dark red or brownish-red; but may be flaxen.

RED ROAN: More or less uniform mixture of white/red hairs, may have varnish marks.

BLUE ROAN: More or less uniform mixture of white/black hairs, with a few red hairs.

DUN: Body colour yellowish or gold; mane and tail may be brown, red, yellow or mixed; often has dorsal stripe, zebra stripes on legs, and transverse stripes over withers.

WHITE: A true white equine is born white and remains white throughout its life. It has snow white hair, pink skin, and normally brown eyes.

GRAY: Mixture of white and darker hairs; usually born solid or almost solid coloured and gets lighter with age as more white hairs appear.

DAPPLE GRAY: Usually darker than a gray; has contrasting darker areas over its body.

PALOMINO: Body colour a golden yellow; mane and tail white. No dorsal stripe.

GRULLA: Body colour smoky or mouse coloured (not a mixture of black and white hairs, but each hair mouse coloured); mane and tail black; usually has a dorsal stripe.

BUCKSKIN: A form of dun with body colour yellowish or gold; mane and tail black; usually black on lower legs; often has a dorsal stripe.

SORREL: Body colour reddish or copper-red; mane and tail usually same colour as body, but may be flaxen.

112] CERTIFICATE of REGISTRATION – A document attesting to an animal's age (or approximation thereof), sex, breed (or type), owner, description, registration date and number.

113] COUNTRY of ORIGIN – The country in which the animal was (believed) foaled in.

114] COWLICK – A swirl of hair or "rosette" (that looks like a "hair whirlpool"), usually located (on animal's head and neck areas) on the forehead, throatlatch, and behind ears.

115] CRYPTORCHID – A colt or stallion in which one (or both) of the testicles have failed to normally descend into the scrotum.

116] EqE® – Mark for the I.G.H.A. equine award – "Equine Mark of Excellence". This mark is placed after the animal's name on all documents to denote that it has been so awarded.

117] Equine Mark of Excellence® – The highest award that I.G.H.A. may bestow on an animal. It is awarded for "excellence" in the area(s) of; service, performance, devotion.

118] EqM® – Mark for the I.G.H.A. equine award – "Equine Mark of Merit". This mark is placed after the animal's name on all documents to denote that it has been so awarded.

119] Equine Mark of Merit® – The second highest award the I.G.H.A. may bestow on an animal. It is awarded for "distinction" in the area(s) of; service, performance, devotion.

120] EquiSure® – I.G.H.A. developed 9 point positive equine identification system.

121] FACE MARKING – White markings on the face of an animal which are used in describing and identifying the animal.

STAR: Any white marking on the forehead.

STRIPE: A vertical marking found below the eye level and above an imaginary line connecting the top of the nostrils.

SNIP: Any white marking between (and below the top of) the two nostrils.

STAR and SNIP: Marking on the forehead with a disconnected marking between nostrils.

STAR and STRIPE: A marking on the forehead with a stripe to the nasal peak. The stripe does not have to be an extension of the star.

STRIPE and SNIP: A narrow white marking extending vertically, beginning below the eyes and ending just below or between the nostrils.

STAR, STRIPE and SNIP: A marking on the forehead with an extension to the nostrils.

BLAZE: A large or wide completely connected white star, stripe and snip.

BALD FACE: A bald face is a very broad blaze. It can extend out and around the eyes and it can extend down to the lower lip and around the nostrils.

122] HorseAid® – Registered (tm) name of the I.G.H.A. founded and sponsored equine relief programme. It was devised, formed and chartered as a means of providing (at no charge) the essential services (feed, professional care, medications, boarding/shelter, and if necessary, legal intervention) for those animals that are for whatever reasons abused or neglected; or whose owners no longer desire (or although desired, cannot afford, or are unknowledgeable in the needs of) the animal, and so do not provide the basic good care the animal requires. This programme is open to all equines, world-wide, on a case by case, severity of needs basis, and is non-solicitous (we do not solicit funds for the programme). HorseAid is funded from surplus I.G.H.A. registration fees, unsolicited donations, and personal endowments from the Board of Directors, and was founded but for one purpose – "**so that all horses and ponies may lead a full and productive life, free from pain and abuse**".

123] Legion of St. Francis® – The highest honor the I.G.H.A. may bestow on, and award to, a person. It is awarded to individuals for *exceptional* acts benefiting horses and ponies.

124] LEG MARKINGS – White markings on the legs of horses and ponies which are used in describing and identifying the animal.

CORONET: Narrow marking around the coronet above the hoof.

HALF PASTERNA: A marking which includes only half the pastern above the coronet.

PASTERNA: A marking which includes the entire pastern.

SOCK: A marking which extends around the leg, from the coronet halfway up the cannon bone, or halfway to the knee on the foreleg or halfway to the hock on the hind leg.

STOCKING: Any white marking extending from the hoof covering the leg up to the bottom of the knee or hock or above the knee or hock.

125] MONORCHID – A colt or stallion in which one of the testicles has failed to normally descend into the scrotum.

126] PARROT MOUTH – When the lower front teeth do not touch the upper front teeth because of the lower jaw being abnormally short, thus causing the lower front teeth to be behind the upper front teeth. The reverse condition is known as under-shot jaw.

127] REGISTER of MERIT (RM) – An honorary title bestowed on I.G.H.A. registered animals, it is awarded for meritorious accomplishment. An RM suffix is added to the animal's name.

128] REGISTRANT – The person or persons, company, corporation, or syndicate, etc. that makes application to the I.G.H.A. for the purpose of registering an animal, (called an "applicant" until the application is approved) and not necessarily the owner of the animal. (i.e. – lessee, authorized agent, etc.) **However, the legal owner of the animal MUST always be listed under "owner information" on the application for registration.** There are three classes of registrants within the I.G.H.A.; 1. Regular 2. Honorary 3. Sponsored. (a "charter registrant" is any class of registrant with a valid certificate issued by this society, of any letter series, having a registration number below 010000)

129] SIRE (DAM) of MERIT (SM – DM) – An honorary title bestowed on I.G.H.A. registered animals, whose progeny (get or produce) prove to be of very exceptional and/or outstanding quality or nature. An SM(DM) suffix is added to the animal's name.

130 thru 199] NOT ASSIGNED

AWARDS AND HONOURS

200 thru 210] NOT ASSIGNED

211] CLASSES:

a) The society shall have four classifications of awards and honors:

Class I; *Equine Mark of Excellence (EqE)*
Legion of St. Francis

Class II; *Equine Mark of Merit (EqM)*

Class III; *Register of Merit (RM)*

Sire of Merit (SM)

Dam of Merit (DM)

Class IV; assignment of a special series registration number (honourable notation).

212] ELIGIBILITY:

a) Class I and II (animals ONLY); the candidate must be (or have been, in cases of posthumous nominations) registered with, or a registrant of, the society during the time of the nominating act(s). The nomination for a class I or II award may be received or effected posthumously.

b) Class III and IV; the candidate need not have been registered with the society during the period of the nominating act(s), but MUST be registered, or the registration applied for, at the time it is nominated. Nominations may be effected posthumously ONLY in cases of animals that were registered with the society during the time of the nominating act(s).

213] QUALIFYING ACHIEVEMENTS:

a) The nomination of an animal to candidate for an award or honour, may be for any type of achievement or distinction (acts), including, but not limited to; that of service, performance, and/or devotion. In the case of a person it must be for exceptional acts and services, or a history of deeds benefiting horses and/or ponies. For an animal candidate the degree of achievement will be reflected by that class of award bestowed upon it.

214] NOMINATING PROCEDURE:

a) Any person may nominate to candidate any person or animal eligible under section 212 by forwarding the appropriate documentation for nomination to the Secretary of this society.

b) Nominations may be effected at any time, and should include full documentation in regards to the basis that an award or honor should be bestowed on the candidate animal or person. Such documentation should be as full and complete as possible, and preferably from more than one source. Upon receipt of the nomination, the Secretary of the society shall make a determination that the candidate meets all the qualifications and criteria for the consideration of such an award or honor, and if the determination is favorable, forward such nomination to the Board of Directors. In the case that the determination is unfavorable, the Secretary will notify the person(s) making such nomination as to the cause the nomination cannot be currently considered. The person(s) may (after a 90 day period) re-submit the nomination to the Secretary for reconsideration and review.

c) Upon receipt of any such nomination from the Secretary, the Board of Directors shall assign one Director to fully investigate the merits of any such nomination, and recommend to the full Board, the class of award or honor the candidate should be considered for.

215] ELECTION PROCEDURE:

a) The Board of Directors shall, at the next regularly scheduled meeting in which a quorum is present, vote on any such recommended nomination(s) presented before it.

b) Vote tallies shall be as follows for election of a candidate to award or honor status:

Class I; by *unanimous* vote of the Board and *confirmation* by the society trust.

Class II; by two-thirds majority vote of the Board of Directors.

Class III and IV; by simple majority vote of the Board of Directors.

c) In the case that the nominated candidate does not receive the required votes, and/or in the case of a class I award, is not also confirmed by the society trust, then the Board will automatically again vote on the matter at the next regularly scheduled meeting. If the candidate again fails to receive the needed vote tally (or confirmation by the trust), then the award classification the candidate was originally recommended for, will be down graded to the next category or class of award the candidate did receive the required votes for. In the case that the candidate is a person, or that an animal candidate is being considered for a class IV honor, the nomination will be returned to the Secretary for proper disposition. (the society has but one award that may be granted to a person, and no award or honor below a class IV, so no down-grading is possible in these cases)

216] AWARD PROCEDURE:

a) The Secretary shall, within 15 days of an affirmative vote by a quorum of the Board (and in cases of a class I award, confirmation by the trust) notify the candidate-elect (or the registrant thereof), of the nature and the effective date of the award or honor.

b) The candidate-elect, or in the case of an animal, the registrant, registered owner, lessee, or authorized agent of the candidate-elect animal, shall agree by the acceptance of any such award or honor and/or a specially numbered Certificate of Registration, that:

1. (S)he/they waive any and all applicable rights as put forth in **section 70**, and;

2. (animals ONLY) If not so bound, to be bound by all society rules and regulations contained herein.

3. And, that if the candidate-elect is an animal, no name changes will now be allowed.

c) If the candidate-elect is an animal and is currently registered with the I.G.H.A., its current/valid Certificate of Registration must be returned to the society for correction and re-issue at no cost or fee, and its previous number permanently retired.

217] NATURE of I.G.H.A. AWARDS and HONORS:

a) Equine Mark of Excellence; the addition of the EqE suffix to the animal's name on all documents; a commemorative plaque noting the animal's achievement, name, the date of presentation, and inscribed with the names of all the other animals so honored to that date; assignment of a special series registration number; a new Certificate of Registration; any other commemorative that the Board of Directors may deem appropriate and just.

b) Legion of St. Francis; a commemorative plaque noting the person's beneficence, name, the date of presentation, and inscribed with the names of all the other recipients so honored to that date; any commemorative the Board of Directors may deem appropriate and just, including sponsored animal registrations with the society, and monetary grants.

c) Equine Mark of Merit; the addition of the suffix EqM after the animal's name on all documents; assignment of a special series registration number; a new Certificate of Registration; any other commemorative that the Board of Directors may deem appropriate.

d) Register/Sire/Dam of Merit; the addition of the appropriate suffix – RM/SM/DM, to the animal's name on all documents; assignment of a special series registration number; and a new Certificate of Registration, if one had previously been issued in the animal's name.

e) Honorable notation; assignment of a special series registration number; and a new Certificate of Registration, if one had previously been issued in the animal's name.

e) Final determination of the eligibility of any animal and/or person to exhibit and earn points or the classification thereof, shall be as determined by the Board of Directors.

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Int'l Generic Horse Assn.
Post Office Box 6778
Rancho Palos Verdes, CA 90734-6778
310.719.9094

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