

# **PAINTED FOR SUCCESS BREEDERS FUTURITY RULES**

## **I. Breeders Futurity Committee**

- a. The committee shall consist of at least three (3) members, whom shall serve as Secretary, Treasurer and Chairperson
- b. The Futurity Secretary will maintain a list of eligible horses, along with a record of payments, nominations, sustaining fees and will be accountable to the PFS Committee
- c. The Futurity Treasurer will maintain financial records, an accounting of Futurity income, expenses and disbursements and will be accountable to the PFS Committee
- d. There will be an annual internal audit of the monies and records of individual nominations, sustaining fees, penalties and payback, with the results to be kept on file with the Board of Directors.
- e. There will be a quarterly report given to the Board of Directors. This report will include (but not limited to) total nominations, sustaining payments and totally monies collected, ect.
- f. The Futurity Committee reserves the right, subject to the Board of Directors approval, to make decisions on the request for reclassification, substitutions, and/or refunds. All Board of Directors decisions will be final
- g. The Committee reserves the right, subject to the Board of Directors approval, to reject any Stallion or Mare submitted for nomination that does not qualify according to the Futurity rules.
- h. The Committee reserves the right, subject to the approval of the Board of Directors, to cancel, postpone or move the Breeders Futurity Classes, or to amend these rules.

## **II. Responsibilities of the Futurity Participants**

- a. It is the responsibility of the Breeders Futurity participants to know and abide by the rules as published.
- b. Failure to meet futurity responsibilities (Hosting Club Membership, SSA Payment schedule, Foal Nominations, ect.) will disqualify the nominated horse and all monies will be forfeited

## **III. General Rules**

- a. All Futurity eligible horses must be registered with the APHA, either as regular or solid paint bred. Both regular registered and and solid paint bred futurity eligible horses will be show together in the same class. ORIGINAL REGISTRATION PAPERS must be presented to the PFS Secretary and matched to the horse before showing.
- b. There can be no substitution for any horse entered in the Futurity. In the case of withdrawal from competition, disqualification, or death, all fees paid are forfeited and shall remain in the Futurity fund to be distributed as purse.

- c. Owner, exhibitor and handler of Futurity entry must be current Hosting Club members. Exhibitor must be the same under all judges. All PFS rules will apply.
- d. In the event that a handler is permitted in the class, these handlers must meet all APHA and PFS rules for exhibitors in that class
- e. Each Futurity entry will be charged a one time office fee of \$10. It is the responsibility of the owner or exhibitor of each entry to complete the entry, fill in the exhibitor's name, sign the form and pay the office fee and any others monies opened for that entry.
- f. All weanlings must be checked in. It is also the responsibility of the owner and exhibitor to verify current Hosting Club membership and qualification of the exhibitor or any handler.
- g. Social Security Number of the person receiving premium must be presented to Futurity Secretary and premium earned will be reported to IRS in accordance with current laws
- h. All entries are subject to APHA rules. Any violation of APHA rules will result in disqualification and forfeiture of any monies earned. Any entry may be subject to drug testing. Owners or exhibitors found in violation of APHA rules may automatically be subject to testing at following futurities.
- i. All specific deadlines set within these rules will be enforced. NO EXCEPTIONS.
- j. All provisions of the Stallion Service Agreement are binding under PFS rules.
- k. Participants agree, based upon the signatures provided on Stallion Service Agreement

#### **IV. Futurity Stallion Service Auction**

- a. The PFS Committee reserves the right to refuse any stallion Service donated. Each Stallion's service may be donated only once.
- b. The PFS Committee reserves the right to refuse any bid
- c. The minimum bid requirement at Auction per stallion service, will be ½ of the advertised stud fee until Date of Auction.
- d. Minimum starting bid requirement will be \$250
- e. Private Treaty Stud Fees will start at \$250
- f. A public auction will be held on a selected date.
- g. Service to be sold to the highest bidder.
  - i. Bids will be accepted in person, online or by phone
  - ii. Mail-in bids will no longer be accepted
  - iii. Payments Accepted: Cash, Check, Money Order or PayPal
  - iv. If Stallion Service does not sell, stallion owner reserves the right to purchase the service by June 1<sup>st</sup>.
- h. Signature of successful bidder will be obtained on the Service Agreement Contract, along with payment of service fee, during or immediately following the auction.

- i. Payments may be split into two equal payments. Two checks written at time of auction, one made for that day and the second made for no later than May 1<sup>st</sup>. Failure to complete payment will result in disqualification, stallion owner will still be qualified
- j. Full payment is due before Mare is bred.
- k. Make checks Payable to Painted For Success Futurity (PFS)
- l. Checks returned for insufficient funds, ect. Will be assessed a \$30 fee payable to Painted For Success Futurity (PFS). Failure to provide full payment of bid will cause bidder to default and be ineligible to participate in Futurity. However, Stallions eligibility will remain intact
- m. A successful sale of a Stallion service entitles the following:
  - i. All APHA foals are eligible to compete in the Weanling Breeders Futurity with a nomination fee of \$350.
  - ii. The winning bidder may nominate one foal to compete in the Weanling Breeders Futurity at no charge
  - iii. Each Stallion owner may nominate one foal to compete in the Weanling Breeders Futurity at no charge
- n. Nomination of Stallion service may be made only by the Stallion owner or agent.
- o. Purchased Stallion service(s) may be resold or transferred; however Breeding Sale Form must be submitted to the Breeders Futurity Chairperson. Failure to post notification will disqualify the resulting foal from showing.
- p. No Substitutes will be allowed (mare, foal, halter or performance) after the nomination has been made. EXCEPTION:
  - i. In case of death of original mare or should she prove unbreedable, a substitute mare will be acceptable. Notification with veterinarian statement must be submitted with substitution. ½ of the Stallion Service fee will be held for the following year only. Fund hold form must be submitted to PFS Secretary. Failure to submit is cause for disqualification. The Stallion service fee from the auction will remain with the year purchased and a new service must be purchased to have a qualifying foal
  - ii. In the event the original mare comes up open, a re-breed is acceptable within a timely manner for mare owner. If re-breed falls after May 30<sup>th</sup> breeding goes to the following year. Breeding only carries over for one year. ½ of the Stallion Service fee will be held only when Fund Hold form is Received by PFS Secretary. For Stallion owner a substitute will be allowed only to a mare confirmed in foal to said Stallion for that years show. Notification and Veterinarian statement must accompany substitute.
  - iii. In the event that the nominated foal is naturally aborted, is “absorbed”, is stillborn or is lethal white, a re-breed to the same stallion will be allowed for the following year ONLY. ½ of the Stallion Service fee will be held only when Fund Hold form is Received by PFS Secretary. Stallion owners will be allowed to

nominate another foal by said Stallion for current years Futurity. All is contingent upon notification with Veterinarian statement and substitution submitted to the Breeders Futurity Chairperson.

- q. In the event of the death of the Stallion prior to breeding of said mare, the purchaser of the Stallion service will have the option to apply the money towards the purchase of a different Stallion service that has not sold already sold if before May 1<sup>st</sup> or apply to a stallion for the following year. No refunds will be given.
- r. If the Stallion service does not sell at the time of auction, the Stallion owner reserves the right to purchase or sell their Stallion service by June 1<sup>st</sup> of auction year.
- s. In the event that a horse is withdrawn from the Futurity (either by failure to provide sustaining payments or disqualification) all fees remain in the horses originally designated class purse.
- t. Foal Nomination – birth date and sex of resulting foal must be reported to the Breeders Futurity Chairperson post marked by June 1<sup>st</sup> of Weanling show year. A late fee of \$200 will be accepted with the required information if post marked between June 2<sup>nd</sup> to July 1<sup>st</sup>. A \$300 late fee will be accepted with the required information if post marked between July 2<sup>nd</sup> to August 1<sup>st</sup>. No nominations will be accepted if post marked after August 1<sup>st</sup>. If nominated foal is sold before show, appropriate sale form is to be filled out by both parties is to be return to PFS Secretary or foal will be disqualified.

**V. Stallion Owner (Stallion Owner refers to one party, regardless of whether that party is an individual, syndicate, or partnership)**

- a. Stallions nominated must be on record with American Paint Horse Association (APHA) or American Quarter Horse Association (AQHA). A copy of the registration papers must accompany the Stallion Contract. No Grade Stallions will be accepted.
- b. Donations for a Stallion service will be accepted up to the date of auction. Early donated Stallions will be identified in a newsletter or catalogue.
- c. A Stallion owner may donate the service of as many Stallions as desired; however, each Stallion may have only one service auctioned. Each Stallion must be listed on separate forms.
- d. Stallion owners may charge additional fees but they need to be stated on Stallion Service Agreement
- e. Name of Veterinarian providing shipping services must be included on Stallion Service Agreement along with any forms needed for shipped semen.
- f. Each Stallion owner whose service fee sells and is paid in full, is entitled to nominate one foal from that Stallion at no charge. In the event that a purchased service payment defaults, the Stallion owner is still eligible to nominate a foal in the Breeders Futurity.

- g. If the Stallion service fee does not sell and Stallion owner doesn't purchase the service, the Stallion owner will not be eligible to nominate any foals by that Stallion. (See Futurity Stallion Service Auction, Section E, iii)
- h. Proof of all Genetic Testing is required when advertising any results or guarantees
- i. After all obligations are met between the stallion and mare owners, the stallion owner is required to provide mare owner with an APHA breeder's certificate.
- j. All agreements, including shipped semen, are between the mare owner and stallion owner. PFS Committee and Futurity act only as agents.
- k. Foal Nomination – birth date and sex of resulting foal must be reported to the Breeders Futurity Chairperson post marked by June 1<sup>st</sup> of Weanling show year. A late fee of \$200 will be accepted with the required information if post marked between June 2<sup>nd</sup> to July 1<sup>st</sup>. A \$300 late fee will be accepted with the required information if post marked between July 2<sup>nd</sup> to August 1<sup>st</sup>. No nominations will be accepted if post marked after August 1<sup>st</sup>. If nominated foal is sold before show, appropriate sale form is to be filled out by both parties is to be return to PFS Secretary or foal will be disqualified.

**VI. Mare Owner (Mare owner refers to one party, regardless of whether that party is an individual, syndication or partnership)**

- a. Services purchased must be used on a registered APHA, AQHA or TB mare, under the condition that the resulting foal is eligible for APHA registration (see APHA one paint parent rule)
- b. Mare must be broke to lead and tie and must be in good general health. (Stallion owner reserves the right to require additional reasonable agreements per routine Farm or Ranch breeding contract, which will be noted on the breeding service contract). Stallion owner reserves the right to call a Veterinarian when he/she deems necessary, at the mare owner's expense.
- c. Mare owner is responsible for any additional fees such as Shipping fees and Chute fees as long as they are stated upon Stallion Service Agreement
- d. After all obligations are met between the stallion and mare owners, the stallion owner is required to provide mare owner with an APHA breeder's certificate.
- e. All agreements, including shipped semen, are between the mare owner and stallion owner. PFS Committee and Futurity act only as agents.
- f. Foal Nomination – birth date and sex of resulting foal must be reported to the Breeders Futurity Chairperson post marked by June 1<sup>st</sup> of Weanling show year. A late fee of \$200 will be accepted with the required information if post marked between June 2<sup>nd</sup> to July 1<sup>st</sup>. A \$300 late fee will be accepted with the required information if post marked between July 2<sup>nd</sup> to August 1<sup>st</sup>. No nominations will be accepted if post marked after

August 1<sup>st</sup>. If nominated foal is sold before show, appropriate sale form is to be filled out by both parties is to be return to PFS Secretary or foal will be disqualified.

## VII. **Stallion and Mare Owner Agreements**

- a. Stallion Owner agrees to take proper care of the mare/foal at all times when in for breeding.
- b. Stallion Owner must make a good faith effort to get mare in-foal
- c. Stallion Owner reserves the right to AI the mare as an alternative to live cover, at the mare owner's expense
- d. Stallion Owners have the right to call a Veterinarian when deemed necessary, at the Mare Owner expense
- e. Stallion Owner may require Mare Owner to sign a Farm or Ranch Breeding Contract which needs to accompany the Stallion Service Agreement
- f. Stallion Owner may require health papers or vaccination records for mares coming on farm.

## VIII. **Use of Service, Return Privileges, Reclassifications, Refunds**

- a. Service must be used in the year purchased or donated
- b. Any requests for consideration of reclassification or substitution must be made in writing with appropriate form completed and returned to PFS Secretary. A Veterinarian statement must also accompany the forms. Deadline for Fund Hold form is June 30<sup>th</sup> of foaling year.
- c. For mares that did not become pregnant or produce a live , viable foal will be reclassified and allowed a return service only one time and only the year after purchase. ½ of the monies from this service fee will also be moved with the resulting foal to the year of eligibility.
- d. For mares producing lethal white foal as verified by written veterinary statement will be reclassified or owner may request a different mare to be bred to the same stallion to be reclassified. ½ of the monies from this service fee will also be moved with the resulting foal to the year of eligibility.

## IX. **Painted for Success Form Deadlines**

- a. Stallion Service Agreement – Date of Auction
- b. Holding of Funds – June 1<sup>st</sup> of foaling year
- c. Foal Nomination – June 1<sup>st</sup> of foaling year
  - i. With \$200 late fee – June 2<sup>nd</sup> to July 1<sup>st</sup>
  - ii. With \$300 late fee – July 2<sup>nd</sup> to August 1<sup>st</sup>
  - iii. No foal nominations will be accepted if post marked after August 1<sup>st</sup>
- d. Foal Sale – close of entries at show
  - i. Only if Nomination has already been sent in

## X. **Conduct of the Breeders Futurity Classes**

- a. The Judge hired must be APHA approved. In the event of a multi-judge show held in conjunction with the Futurity, all judges hired will judge all Futurity Classes. Each judge's score will be of equal consideration when tallying total points for each horse judged. All horses exhibited will be placed (i.e. if 20 horses are exhibited, all 20 horses will be placed).
- b. In the event of a tie, the tying horse will be recognized for that position, with the purse of the positions added and divided between the horses tied. (Example: Two horses tie for 3<sup>rd</sup> place; the horses who placed in that class will be recognized as follows: 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> (tied), 5<sup>th</sup>, 6<sup>th</sup>, ect. The purse of the 3<sup>rd</sup> and 4<sup>th</sup> place will be added together and divided between the two horses).
- c. PFS is not responsible for how each class is judged. Classes are judged as is

**XI. Halter Futurity**

- a. Halter Class Eligibility
  - i. The Nominated foal must have original papers available prior to entering the arena.
- b. There will be two halter classes offered
  - i. Fillies
  - ii. Colts

**XII. Fees**

- a. Each person showing in the PFS Futurity must have a membership with Hosting Club
  - i. 2021 – MNSPHC (Minnesota North Star Paint Horse Club). Membership fee is \$25 for single and \$35 for family
- b. An office fee of \$10 is to be sent with Foal Nomination forms, made payable to PFS.
- c. Foal Nominations fee: \$350 if post marked by June 1<sup>st</sup>
  - i. Late fee of \$200 if post marked between June 2<sup>nd</sup> to July 1<sup>st</sup>
  - ii. Late Fee of \$300 if post marked between July 2<sup>nd</sup> to August 1<sup>st</sup>
  - iii. No Foal nominations will be accepted if post parked after August 1<sup>st</sup>
- d. All other fees can be found at [www.mnsphc.com](http://www.mnsphc.com). Member forms can also be found online.

**XIII. Purse and Payback Schedule**

- a. Payback is based upon number of horses show as follows:

Placing	1	2	3	4	5
1	100				
2	60	40			
3	50	30	20		
4	40	30	20	10	
5 +	30	25	20	15	10

- b. In the event of 10 or more entries, colts and fillies will be split into two classes, early and late by birth date. The purse will be divided according to how many foals will be eligible to show in each of the Weanling classes. (Example: 10 early stallions – 28.6%, 10 late stallions – 28.6%, 15 eligible fillies – 42.8%).
- c. 90% of total sales will be awarded out, the remaining 10% will be used for Futurity expenses.

## **X. Disclaimer**

The committee reserves the right to interpret, amend and enforce the above rules. Any decision concerning the application or interpretation of these rules by the Committee shall be final. Any person participating in this Futurity including but not limited to owners, exhibitors, handlers and consignors shall indemnify and hold harmless the PFS Breeders Stallion Futurity from and against all claims, demands, causes or actions and expenses of every kind, including attorney's fees arising out of or related in any manner to the acts of admissions of an owner, exhibitor, handler, or consignor. Every person and legal entity by participating in this Futurity does thereby agree 1) if unsuccessful in an attempt to overturn committee decision, actions, rules or regulations to reimburse the Futurity for its reasonable attorney fees, court costs and other reasonable expenses incurred in defense of such suit and 2) that no action will be commenced whether in law or equity against the Futurity in a court other than the district court in the county in which the Futurity secretary at the time of the dispute resides.

Amended  
December 19<sup>th</sup>, 2016  
October, 16<sup>th</sup>, 2017  
July 21<sup>st</sup>, 2018  
October  
October 29<sup>th</sup>, 2020