

## **PAINTED FOR SUCCESS BREEDERS FUTURITY RULES**

### **I. Breeders Futurity Committee**

- a. The committee shall consist of at least three (3) members, who 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 total monies collected, etc.
- f. The PFS 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, etc.) will disqualify the nominated horse and all monies will be forfeited.
- c. All Required Forms and Rules can be found on PFS website ([www.paintedforsuccess.com](http://www.paintedforsuccess.com)) or on the Facebook page (Painted For Success Futurity)

### **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 solid paint bred futurity eligible horses will 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. The owner, exhibitor, and handler of Futurity entry must be members of the Hosting Club. Exhibitors must be the same under all judges. All PFS rules will apply.
- d. If a handler is permitted in the class, the handler must meet all APHA, PFS and Hosting Club rules for exhibitors in that class.
- e. PFS is a Non-Pro Futurity and Exhibitors must be Non-Pro status
- f. 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 other monies opened for that entry.
- g. 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.
- h. The Social Security Number of the person receiving the premium must be presented to the Futurity Secretary and the premium earned will be reported to IRS in accordance with current laws.
- i. 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.
- j. All specific deadlines set within these rules will be enforced. NO EXCEPTIONS.
- k. All provisions of the Stallion Service Agreement are binding under PFS rules.
- l. Participants agree, based upon the signatures provided on Stallion Service Agreement

#### **IV. Donated Stallion Service**

- a. The PFS Committee reserves the right to refuse any Stallion Service donated. Each Stallion's service may be donated only once.
- b. Donation of a Stallion service may be made only by the Stallion owner or agent.
- c. A public auction will be held on a selected date for all Donated Stallion Services
- d. Donated Stallion Service Nomination deadline is the day of the Stallion Service Auction
- e. The minimum starting bid requirement for a Donated Stallion Service will be ½ of the advertised stud fee or \$250, whichever is greater.
- f. Private Treaty Stud Fees will start at \$250.
- g. Stallion owners will receive one foal nomination at no cost for a donated service and the winning bidder will get one foal nomination at no cost.
- h. All other APHA registered foals are eligible for a nomination fee of \$250.

#### **V. Stallion Buy-In Nomination**

- a. The PFS Committee reserves the right to refuse any Stallion Buy-In Nomination
- b. Stallion Buy-In Nominations may be made only by the Stallion Owner or Agent
- c. Stallion Buy-In Nominations will not be included in the Stallion Service Auction.
- d. The minimum requirement for a Stallion Buy-In Nomination will be ½ of the advertised stud fee or \$400, whichever is greater.
- e. Deadline for a Stallion Buy-In Nomination is June 1<sup>st</sup> of Auction Year.
- f. Stallion owner will receive two foal nominations at no cost for a Buy-In Nomination
- g. All other APHA registered foals are eligible for a nomination fee of \$250.

## **VI. Futurity Stallion Service Auction**

- a. The Stallion Service Auction will be for Donated Stallion Services only.
- b. The PFS Committee reserves the right to refuse any bid.
- c. The minimum starting bid requirement for a Donated Stallion Service will be ½ of the advertised stud fee or \$250, whichever is greater.
- d. Private Treaty Stud Fees will start at \$250.
- e. A public auction will be held on a selected date.
- f. Services 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
- g. Payment must be made within 7 days of Auction end or date of purchase.
  - i. If payment is not received from the highest bidder, the second highest bidder will be offered the service.
  - ii. Services will be marked as pending on website and Facebook page until payment is received, then marked as sold.
  - iii. In the event a party does not pay for the Service, they will be ineligible to participate in PFS until resolved.
- h. Make checks Payable to Painted For Success Futurity (PFS)
- i. Checks returned for insufficient funds will be assessed a \$30 fee payable to Painted For Success Futurity (PFS). Failure to provide full payment of bid will cause the bidder to default and be ineligible to participate in Futurity.
- j. Once Payment is received the Stallion Service Agreement will be sent to winning bidder
- k. The signature of the successful bidder will be obtained on the Service Agreement Contract and returned to PFS Secretary.
- l. When all PFS requirements have been met, stallion owner/agent will be notified, and shipment can be lined up between the two parties.
- m. A successful sale of a Stallion service entitles the following:
  - i. The winning bidder may nominate one foal to compete in the PFS Weanling Breeders Futurity at no additional charge.
  - ii. Each Stallion owner may nominate one foal to compete in the PFS Weanling Breeders Futurity at no additional charge.

- iii. All APHA Registered foals by Sold or Buy-In stallions are eligible to compete in the PFS Weanling Breeders Futurity with a nomination fee of \$250.
- n. Purchased Stallion service(s) may be resold or transferred; however, Breeding Sale Form must be submitted to the PFS Breeders Futurity Chairperson. Failure to post notification will disqualify the resulting foal from showing.
- o. No Foal Substitutions will be allowed after the nomination has been made.
- p. Stallion Owner and/or Winning bidder only: In the event of a non-viable foal, Breeding only carries over for one year. ½ of the Stallion Service fee will be held only when the Fund Hold form and Veterinarian Statement is Received by PFS Secretary.
- 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 by May 1<sup>st</sup> or apply to a stallion service for the following year. NO REFUNDS WILL BE GIVEN.
- r. If a horse is withdrawn from the Futurity (either by failure to provide sustaining payments or disqualification) all fees remain in the horse's originally designated class purse.
- s. NO REFUNDS WILL BE GIVEN.
- t. Foal Nomination along with APHA Registration papers must be sent to the PFS 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 and to be returned to PFS Secretary or foal will be disqualified.
- u. In the event that APHA Registration Papers have not been received from APHA by June 1<sup>st</sup>, Foal nomination can be sent in without Registration Papers. APHA Registration is due no later than two weeks prior to the Futurity Show.

**VII. 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. Donated Stallion Services
  - i. Donations for a Stallion service will be accepted up to the date of auction. Early donated Stallions will be identified on the PFS website and Facebook page.
  - ii. Only one service per stallion is to be auctioned.

- iii. The Stallion owner may charge additional fees, but they need to be stated on Stallion Service Agreement
- iv. Name of Stallion Location or Veterinarian providing shipping services must be included on Stallion Service Agreement along with any forms needed for shipped semen.
- v. If the Stallion service fee does not sell and Stallion owner does not purchase the service, the Stallion owner will not be eligible to nominate any foals by that Stallion.
- vi. Proof of all Genetic Testing is required when advertising any results or guarantees.
- vii. 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.
- viii. All agreements, including shipped semen, are between the mare owner and stallion owner. PFS Committee and Futurity act only as agents.
- c. Stallion By-In Nominations
  - i. Stallion Nominations will be accepted up to the date of auction. Early Stallion Nominations will be identified on the PFS website and Facebook page.
  - ii. Proof of all Genetic Testing is required when advertising any results or guarantees.
- d. Foal Nomination along with APHA Registration papers must be sent to the PFS Breeders Futurity Chairperson post marked by June 1st of Weanling show year. A late fee of \$200 will be accepted with the required information if post marked between June 2nd to July 1st. A \$300 late fee will be accepted with the required information if post marked between July 2nd to August 1st. No nominations will be accepted if post marked after August 1st. If nominated foal is sold before show, appropriate sale form is to be filled out by both parties and to be returned to PFS Secretary or foal will be disqualified.
- e. In the event that APHA Registration Papers have not been received from APHA by June 1st, Foal nomination can be sent in without Registration Papers. APHA Registration is due no later than two weeks prior to the Futurity Show.

**VIII. Mare Owner/Winning Bidder (refers to one party, regardless of whether that party is an individual, syndication, or partnership)**

- a. Services purchased may be used on a mare of any registered breed (APHA, AQHA, ApHC, POA, JC, etc.) under the condition that the stallion owner approves of said breed. However, to compete in the PFS Futurity the resulting foal must be APHA Registered.
- 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 owners reserve the right to call a

Veterinarian when he/she deems necessary, with mare owner's permission, at the mare owner's expense.

- c. Mare owner is responsible for any additional fees such as Shipping fees and Chute fees if 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 along with APHA Registration papers must be sent to the PFS Breeders Futurity Chairperson post marked by June 1st of Weanling show year. A late fee of \$200 will be accepted with the required information if post marked between June 2nd to July 1st. A \$300 late fee will be accepted with the required information if post marked between July 2nd to August 1st. No nominations will be accepted if post marked after August 1st. If nominated foal is sold before show, appropriate sale form is to be filled out by both parties and to be returned to PFS Secretary or foal will be disqualified.
- g. In the event that APHA Registration Papers have not been received from APHA by June 1st, Foal nomination can be sent in without Registration Papers. APHA Registration is due no later than two weeks prior to the Futurity Show.

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

- a. Stallion Owner agrees to:
  - i. Always take proper care of the mare and/or foal when in for breeding.
  - ii. make a good faith effort to get mare in-foal.
- b. Stallion Owner reserves the right to:
  - i. AI (Artificially Inseminate) the mare as an alternative to live cover, at the mare owner's expense.
  - ii. Call a Veterinarian when deemed necessary, at the Mare Owner expense.
- c. Stallion Owner may require:
  - i. Mare Owner to sign a Farm or Ranch Breeding Contract which needs to accompany the Stallion Service Agreement
  - ii. health papers or vaccination records for mares coming on to farm.

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

- a. Service must be used in the year purchased or donated.
- b. For mares that did not become pregnant or produce a live, viable foal will be reclassified and allowed a return service for 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.
- c. NO REFUNDS WILL BE GIVEN

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

- a. Stallion Service Agreement – Day of Auction
- b. Stallion Buy-In Nomination – June 1<sup>st</sup> of Auction Year
- c. Holding of Funds Form – June 1<sup>st</sup> of foaling year
- d. Foal Nomination Form – post marked by June 1<sup>st</sup> of foaling year.
  - i. With \$200 late fee – post marked between June 2<sup>nd</sup> to July 1<sup>st</sup>.
  - ii. With \$300 late fee – post marked between 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>.
  - iv. Foal APHA Registration Papers (if not turned in with Foal Nomination Form) – Two weeks prior to Futurity Show
- e. Foal Sale Form – close of entries at show
  - i. Only if Nomination has already been sent in

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

- a. PFS is a Non-Pro Futurity and Exhibitors are to be Non-Pro
- b. The Judge's 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.
- c. In the event of a tie, the tying horses 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>, etc. The purse of the 3<sup>rd</sup> and 4<sup>th</sup> place will be added together and divided between the two horses).
- d. PFS is not responsible for how each class is judged. Classes are judged as is.

## **XIII. Halter Futurity**

- a. Halter Class Eligibility
  - i. The Nominated foal must have a Nomination Form and a Copy of Original APHA Registration papers sent by noted deadline.
  - ii. Coggins must be received before entering the arena.
- b. There will be two halter classes offered:
  - i. Fillies
  - ii. Colts/Geldings

## **XIV. Fees**

- a. Each person showing in the PFS Futurity must have a membership with Hosting Club
- b. An office fee of \$10 is to be sent with Foal Nomination forms, made payable to PAINTED FOR SUCCESS.
- c. Foal Nominations fee:
  - i. Donated Stallion Service: Stallion Owner and Winning Bidder: each get one foal nomination at no additional charge if post marked by June 1<sup>st</sup> of Weanling Show Year

- ii. Stallion Buy-In: Stallion Owner will get two foal nominations at no additional charge if post marked by June 1<sup>st</sup> of Weanling Show Year
- iii. All other APHA Registered foals by Sold or Buy-In stallions are eligible with a \$250 nomination fee if post marked by June 1<sup>st</sup> of Weanling Show Year
- iv. Late fee of \$200 if post marked between June 2<sup>nd</sup> to July 1<sup>st</sup>.
- v. Late Fee of \$300 if post marked between July 2<sup>nd</sup> to August 1<sup>st</sup>.
- vi. No Foal nominations will be accepted if post marked after August 1<sup>st</sup>.

#### **XV. Alternative Foal Nomination**

- a. For foals by stallions whose services were listed but not sold through the Stallion Service Auction:
  - i. Nomination fee is \$350 per foal and post marked by June 1<sup>st</sup> of Weanling Show Year
  - ii. Late fee of \$200 if post marked between June 2<sup>nd</sup> to July 1<sup>st</sup>.
  - iii. Late Fee of \$300 if post marked between July 2<sup>nd</sup> to August 1<sup>st</sup>.
  - iv. No Foal nominations will be accepted if post marked after August 1<sup>st</sup>.

#### **XVI. Purse and Payback Schedule**

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

| Placing | 1   | 2  | 3  | 4  | 5  | 6  | 7 |
|---------|-----|----|----|----|----|----|---|
| 1       | 100 |    |    |    |    |    |   |
| 2       | 60  | 40 |    |    |    |    |   |
| 3       | 50  | 30 | 20 |    |    |    |   |
| 4       | 40  | 30 | 20 | 10 |    |    |   |
| 5-8     | 30  | 25 | 20 | 15 | 10 |    |   |
| 9-11    | 25  | 20 | 18 | 15 | 12 | 10 |   |
| 12 +    | 22  | 18 | 16 | 14 | 12 | 10 | 8 |

- b. In the event of 16 or more entries in either colts or fillies, the classes will be split into early and late by birthdate. 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 from the Stallion Service Auction and Stallion Buy-In Nominations 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 any 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 hereby 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 29<sup>th</sup>, 2020

May 1<sup>st</sup>, 2021

November 3<sup>rd</sup>, 2022

October 31<sup>st</sup>, 2023

October 25<sup>th</sup>, 2024