

IDHA Rules and Regulations Handbook

All IDHA members, or participants in IDHA approved shows or events, are responsible for a complete knowledge of and compliance to all registration and show rules & regulations. It is obvious that however complete rules may be, they can never cover all possible situations that may arise. If a matter cannot be solved by interpreting the rules to the letter, the solution to be adopted by those responsible should lie in a principle, which follows as nearly as possible the spirit of the rules.

Each section of the Rule Book, except for the Association By-Laws shall be given the following prefix codes:

General Rules—GR

Registration Rules—RR

Judges Handbook—JU

Show and Contest Rules—S

Merit and Awards Programs- MA

Youth Program—YP

Election Rules- ER

We acknowledge with gratitude the information received from the American Quarter Horse Association, the American Paint Horse Association, the United States Equestrian Federation (formerly the American Horse Show Association), and the Canadian Morgan Horse Association in preparing this Handbook.

EQUINE WELFARE STATEMENT

The IDHA advocates respect for the dignity and the welfare of all horses and recognizes their specialized needs. It is the responsibility of IDHA members to serve as stewards of the IDHA and to follow practices that promote the health and welfare of their horses. The IDHA values research toward understanding and reducing injuries and illnesses; education to inform and support owners, trainers, event organizers and veterinarians regarding preventive medicine, responsible training and the humane treatment of horses; modern and progressive equine care as ensured by periodic examination and disease prevention implemented by licensed veterinarians in partnership with Drum Horse owners, breeders and managers; and euthanasia when justified by thorough and expedient diagnostic procedures to end inhumane suffering. Regarding the Drum Horse in competition, the IDHA advocates ethical and humane conditions and handling which includes proper housing, transportation and nutrition in the training and care of the competitive Drum Horse; standardization of rules, policies and procedures for all equine events to ensure maximum safety, health and welfare for all participants; and quality drug testing to ensure equity and fairness regarding the regulation and use of appropriate therapeutic medications as they affect the competitive Drum Horse.

International Drum Horse Association, Inc.
BYLAWS

These Bylaws govern the affairs of the International Drum Horse Association, Inc., an Ohio, United States of America (USA) non-profit corporation.

Article I

Name, Objects, Mission, Location, Corporate Seal, etc.

Section 1. Name:

1) The name of the non-profit corporation shall be International Drum Horse Association, Inc. and will be referred to herein as the "IDHA" and from time to time referenced as the "corporation", or as the "International Drum Horse Association". After proper discussion and vote, the original American Drum Horse Association shall henceforward be officially named and called the International Drum Horse Association, Inc. (Rev. 10/25/2012).

Section 2. Objects:

1) The purpose of the IDHA shall be to collect, record and preserve the pedigrees of Drum Horses; to maintain a stud book and registry to record the history, breeding, and exhibition of Drum Horses; and to stimulate the publicity and improvement of the breed; together with all other matters necessary or convenient to further the interests of the breed.

Section 3. Mission:

1) The IDHA's mission shall be to fill the niche demand for a tall athletic heavy riding horse, and do so with a new breed rather than creating other types within other breeds. This preserves the Clydesdale, Shire and Gypsy Horse breeds as they should be, and provides a new breed to fill the desire of a riding horse with the best attributes of these other breeds. The IDHA will do this with full focus and attention on creating and promoting the Drum Horse into a true breed for the future.

Section 4. Location:

- 1) The IDHA shall have and maintain at all times within the State of Ohio a registered office or registered agent at such place as may be specified in the Certificate of Incorporation or subsequently designated by the Board of Directors.
- 2) Notwithstanding the foregoing, the IDHA'S principal place of business may be different from its registered office.
- 3) The IDHA Members, Directors or Officers may be residents of any country, state, province or region and business may be carried on at any place convenient to such Members, Directors, or Officers, as may be participating.
- 4) The IDHA may have such other offices, as the Board of Directors may determine. The Board of Directors may change the location of any office of the IDHA.

Section 5. Relation to Articles of Incorporation:

1) These Bylaws are subject to, and governed by, the Articles of Incorporation of the IDHA.

Section 6. Corporate Seal:

1) The seal of the IDHA shall be in the charge of the Secretary, and shall be in the form impressed hereon immediately below.



(Note: This is a place holder photo of the logo, not the Seal)

**Article II
General Membership**

Section 1. General:

- 1) Members of the IDHA shall be admitted, retained and expelled in accordance with such rules and regulations as defined in these Bylaws.
- 2) In all matters governed by the vote of the members, each Member in good standing who has been a member for at least sixty (60) days per IDHA records shall be entitled to the applicable number of votes accorded by their membership type.
- 3) Any membership shall be reinstated without penalty when a member who previously owned a Drum Horse sold it, resulting in loss of membership, then consequently purchased a new Drum Horse within the time frame of the previous membership.
- 4) A member in good standing is one whose dues and fees are paid, and whose rights are not suspended or revoked due to disciplinary action.

Section 2. Types of Membership:

- 1) The Types of membership in the IDHA shall be according to those listed in General Rule 3.4 of the Rules and Regulations.

Section 3. Dues:

- 1) Annual dues of each class of membership shall be established by the Board of Directors.
- 2) Annual dues shall be an annual renewal, with reminders going to Members one month prior to membership renewal.

Section 4. Meetings:

- 1) Until such time as there is provision for an annual General Meeting, all Members may attend Board of Directors meetings in a solely observational role.

Section 5. Removal:

- 1) Any Member delinquent in payment of dues by more than thirty (30) days shall cease to be a member on the 31st day after the due date.
- 2) The Board of Directors by affirmative vote of two-thirds of the Board present, and voting after appropriate notice and hearing, may suspend or expel any Member for cause, including but not limited

to any act or conduct which may cause disrespect for or lack of public confidence in the IDHA, or violation of any provision of these Bylaws or any rule, regulation, or order adopted pursuant to these Bylaws.

3) Questions about the functioning or status of the IDHA by a Member at a Board of Directors meeting, a General Membership meeting, or by written request shall not be deemed disrespectful.

Section 6. Resignation:

1) Any Member may resign by filing a written resignation with the President. A resignation does not relieve a member of an obligation to pay dues, assessments, or other charges accrued and unpaid.

Section 7. Transfer of Membership:

1) Membership in the IDHA shall not be transferable or assignable, except in the special case of a divorce or spousal death where the proper application procedure is followed.

Section 9. Cessation of Property Interest:

1) All rights, title, and interest, both legal and equitable, of a Member in and to any property of the IDHA ceases in the event of any of the following: (1) expulsion or termination of membership; (2) failure to pay dues owed to the IDHA; (3) resignation; or (4) death.

Section 10. List of Members:

1) Each year, the IDHA, shall maintain a list of its Membership. The IDHA will publish the membership information on the website and make it available for breed promotional purposes.

2) The IDHA shall not sell its membership list or provide it for purposes other than IDHA purposes.

3) Members shall be responsible to keep their contact information current and to notify the IDHA in writing of any change to their contact information.

4) The IDHA accepts no liability for missed notices or any other issues due to error in the contact information of a member.

Section 11. Access to information:

1) A Member in good standing may request a copy of any of the Board of Directors meeting minutes, and previous annual financial reports; and may also request a report itemizing: total number of registered horses, number of horses registered during the previous calendar year, total number of members, and number of members added during the previous calendar year.

**Article III
Board of Directors**

Section 1. General:

1) The Board of Directors shall consist of persons elected by the IDHA's general membership to represent the membership's interests and ensure that the IDHA's daily business management and affairs are conducted on their behalf. As such, the Board of Directors shall conduct all business in a transparent and accountable manner.

Section 2. Number of Directors:

1) The Board of Directors shall generally consist of a total of five (5) Directors, the number can be increased by action of the current Board but can never be less than three (3).

2) The number of Directors shall be an odd number whenever possible.

Section 3. Elections:

- 1) For a Member to be elected to a Director position they must be a member in good standing, with a voting type membership for at least ninety (90) days prior to the designated election date.
- 2) A Nominations and Credentials Committee shall be formed to review all nominated Member resumes and conduct an applicant video or audio interview. A video interview is preferred whenever possible. The Committee shall then make available to the membership all applicant resumes and interviews.

Section 4. Terms of Office:

- 1) Directors shall serve for a term of 3 years.
- 2) No Director shall serve on the Board for more than five (5) terms.

Section 5. Authority to Enforce:

- 1) The Board of Directors shall have the power and authority to enforce such Bylaws, and Rules and Regulations not contrary to law or the Articles of Incorporation or these Bylaws, as they may deem expedient concerning the conduct, management and activities of the IDHA, the admission, classification, qualification, suspension and expulsion of members, removal of officers, the rules and regulations governing the procedure of such suspension, expulsion and removal, the fixing and collecting of dues and fees, regulations regarding maintaining the stud book, registration, expenditures of money, auditing of books and records, awarding of championships, conducting of shows, contests, exhibitions, races, sales and social functions, creation of committees and other details relating to the general purposes of the IDHA, all however, subject to the right of the membership to propose revisions or amendments and make recommendations to the Board of Directors regarding such matters at any regular or special meeting of the Board of Directors, provided the notice requirements set forth in these Bylaws have been met.

Section 6. Regular Meetings:

- 1) A regular meeting of the Board of Directors shall be held annually. The Board of Directors may provide, by resolution, the time and place, for the holding of additional regular meetings without other notice than such resolution requires.
- 2) Regular meetings can be held in person, or by conference telephone, electronic video medium, or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such meeting pursuant to a conference call, electronic video medium, or similar communications equipment shall constitute presence in person at such meeting.
- 3) International Directors shall have the option to submit reports in writing when time zone conflicts create difficulties for meeting attendance. However the Board of Directors can require an international Director to attend a meeting of importance.

Section 7. Special Meetings:

- 1) Special meetings of the Board of Directors may be called by or at the request of the President, or a majority of the Board of Directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place as the place for holding any special meeting of the Board of Directors called by them.
- 2) Special meetings can be held in person, or via conference telephone, electronic video medium, or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such meeting pursuant to a conference call, electronic video medium, or similar communications equipment shall constitute presence in person at such meeting.

3) Notice of any special meeting of the Board of Directors shall be given at least twenty one (21) days previously thereto by a written notice delivered personally or mailed to each Director at his or her membership address, or email. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If sent by email, such email shall be sent with a read request attached. Such notice shall be deemed to have been delivered upon return of the read receipt. Any Director may waive notice of any meeting.

4) The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

5) Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 8. Action by Directors without Meeting:

1) Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the members of the Board of Directors, and duly entered into the IDHA records as the case may be.

Section 9. Quorum:

1) A majority of the number of Directors fixed by these Bylaws shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

Section 10. Manner of Acting:

1) The act of the majority of the Directors present at a meeting shall be the act of the Board of Directors.

Section 11. Vacancies:

1) Any vacancy occurring in the Board of Directors shall be filled by the affirmative vote of a majority of the remaining Directors or put up for election. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

2) The Board of Directors can choose to increase and decrease the number of Directors as long as the number is never less than three (3) and as long as it does not affect a term already held by an active Director. If a vacancy is created by an increase in number of Directors that vacancy will be filled by majority vote of all General Members qualified to vote.

Section 12. Compensation:

1) No Director shall receive compensation for attending and participating in each regular or special meeting of the Board of Directors. Each Director shall be reimbursed for his actual expenses incurred in the performance of his duties only if approved by the Executive Officers.

Section 13. Presumption of Assent:

1) A Director of the IDHA who is present at a meeting of the Board of Directors in which action on any IDHA matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof, or shall forward such dissent by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

Section 14. Interest of Directors in Contracts:

1) Any contract or other transaction between the IDHA and one (1) or more of its Directors, or between the IDHA and any firm of which one or more of its Directors are members or employees, or in which they are interested, or between the IDHA and any corporation, company or association of which one or more of its Directors are members, directors, officers, or employees, or in which they are interested, shall be valid for all purposes, notwithstanding the presence of such Director or Directors at the meeting of the Board of Directors of the Corporation, which acts upon, or in reference to, such contract or transaction, and notwithstanding his, her or their participation in such action, if the fact of such interest shall be disclosed or known to the Board of Directors and the Board of Directors shall, nevertheless, authorize, approve, and ratify such contract or transaction by a vote of a majority of the Directors present, such interested Director or Directors to be counted in determining whether a quorum is present, but not to be counted in calculating the majority of such quorum necessary to carry such vote. This section shall not be construed to invalidate any contract or other transaction which would otherwise be valid under the common and statutory law applicable thereto.

Section 15. Reliance on Reports, Etc.:

1) A Director in the discharge of duty imposed or power conferred on such Director, may rely in good faith and with ordinary care on information, opinions, reports, or statements concerning the IDHA or another person, that were prepared or presented by officers or employees of the IDHA, legal counsel, public accountants, or a committee of the Board of Directors of which the Director is not a member.

Section 16. Appointments:

- 1) The Board of Directors shall have the authority to appoint or hire a Registrar and an Executive Director for the IDHA. In addition the Board of Directors can also terminate the appointment or hiring of these positions.
- 2) These appointments can be held simultaneously by a Director and/or Officers of the IDHA, but it is not required that the Registrar, nor the Executive Director be on the Board of Directors, or be an Officer of the IDHA.
- 3) The Executive Director, if appointed or hired, shall manage the day to day activities of the IDHA as the Chief Executive Officer in place of the President. The Executive Director shall report to and be held accountable to the Board of Directors, and shall implement the actions, decisions and directions of the Board of Directors. He or she may agree upon and execute any deeds, mortgages, bonds, contracts, and other obligations in the name of the IDHA or assign these powers. He or she shall attend all regular meetings, special meetings, and select executive sessions of the Board, and shall perform such other duties as may be prescribed by the Board of Directors from time to time. He or she shall make a report of his or her office to the Board of Directors at the annual Board of Directors meeting and whenever demanded. The Executive Director shall be fully vetted by the Board prior to being appointed or hired.
- 4) The Registrar if appointed or hired, shall collect, record and preserve the pedigrees of Drum Horses through the issue and update of registration certificates. He or she shall also record the history, breeding, and exhibition of Drum Horses, and such other duties as from time to time as may be assigned. The Registrar shall report to and be held accountable to, the Board of Directors and the Executive Director, if so appointed. He or she shall implement the actions, decisions and directions of the Board of Directors and Executive Director. The Registrar shall be fully vetted by the Board prior to being appointed or hired.

Section 17. Removal:

- 1) A Director shall be removed for reasons as established in Article II, Section 5.
- 2) In addition, a Director may be removed for not attending at least 75% of all Board of Directors meetings within a given year. This removal is subject to a majority vote of the remaining Board of Directors.

Section 18. Conflict of Interest:

- 1) No person shall serve on the Board of Directors of the IDHA while simultaneously serving on the Board of Directors of another Drum Horse Registry.

Article IV Executive Officers

Section 1. Number:

- 1) The Officers of the Corporation shall be a President, one (1) or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Secretary, and a Treasurer, and such other officers and assistant officers as may be deemed necessary, each of whom shall be elected or appointed by the Board of Directors.
- 2) Any two (2) or more offices may be held by the same person, except the offices of President and Secretary cannot be held by the same person.
- 3) A committee duly designated may perform the functions of any Officer and the functions of any two or more Officers may be performed by a single committee, including the functions of both President and Secretary.

Section 2. Election and Term of Office:

- 1) The Executive Officers of the IDHA shall be elected bi-annually by the Board of Directors at the annual meeting of the Board of Directors, (President, Vice President, Secretary, Treasurer) for a term of two (2) years.
- 2) The holding of an executive position does not automatically extend the three (3) year term of a Board Director. A new term must be voted in by the general Membership.
- 3) In the event that an executive position becomes vacant prior to the completion of the term, a new Officer shall be voted in according to the procedures in these bylaws
- 4) Each Officer shall hold office until his or her successor shall have been duly elected and shall have qualified or until his or her death or until he or she shall resign or shall have been removed in the manner hereinafter provided.

Section 3. Removal:

- 1) Any Officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interest of the IDHA would be served thereby, but such removal shall be without the prejudice to the contract rights, if any, of the person so removed. Election or appointment of an Officer shall not of itself create contract rights.

Section 4. Vacancies:

- 1) A vacancy in any executive office may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. The President:

The President shall:

- 1) Be the Chairperson of the Board of Directors of the IDHA and shall preside at all meetings of the Board of Directors or Membership. The President shall see that the Bylaws, and Rules and Regulations of the IDHA are enforced, and shall perform all other duties that may be prescribed from time to time by the Board of Directors.
- 2) Be the Chief Executive Officer of the IDHA and, subject to the control of the Board of Directors, shall in general supervise and control all business and affairs of the IDHA, until and at such time as a separate Executive Director may be appointed or hired. As Chief Executive Officer he or she may agree upon and execute any deeds, mortgages, bonds, contracts, and other obligations in the name of the IDHA or assign these powers.
- 3) Be a Director serving on the Board of Directors, to be elected to office.
- 4) Be ex officio member of all committees.

Section 6. The Vice President(s):

The Vice President(s) shall:

- 1) In the absence of the President or in the event of his or her death, inability, or refusal to act, the Vice President (or in the event there be more than one (1) Vice President, the Vice Presidents in the order designated at the time of their election, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.
- 2) Perform such duties as from time to time may be assigned to him or her by the President, or by the Board of Directors.
- 3) Be a Director serving on the Board of Directors, to be elected to office.

Section 7. The Secretary:

The Secretary shall:

- 1) Keep the minutes of the Board of Directors' meetings and Executive sessions in one (1) or more books provided for that purpose;
- 2) See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law;
- 3) Be custodian of the corporate records; corporate books; minute books of the Membership, Board of Directors and Executive sessions; copies of committee minutes; and of the Seal of the IDHA, if any, until or unless the Board of Directors shall establish an alternate storage arrangement.
- 4) See that any seal of the IDHA is affixed to any documents, the execution of which, on behalf of the IDHA, under such a seal, if any, is duly authorized.
- 5) In general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.
- 6) Need not be a Director on the Board to be elected as Secretary of the IDHA.

Section 8. The Treasurer:

The Treasurer shall:

- 1) Be the Chief Financial Officer of the IDHA and, subject to the control of the Board of Directors or the Executive Director if so appointed, shall have charge and custody of, and be responsible for all funds, finances, and financial records of the IDHA.

- 2) If required by the Board of Directors, give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors may determine.
- 3) Receive and give receipts for monies due and payable to the IDHA from any source whatsoever, and deposit all such monies in the name of the IDHA in such banks, trust companies, or other depositories in the manner prescribed by the Board of Directors.
- 4) Cause to be submitted, at the annual meeting of the Board of Directors, a detailed budget of the proposed and anticipated expenditures for the forthcoming fiscal year of the IDHA. Upon approval of this said budget, or its modification, it becomes binding upon the officers of the Association, and cannot be exceeded in the total amount set forth by more than ten percent without a majority vote of the Board of Directors.
- 5) Cause to be submitted with all financial reports a screen shot of current financial balances.
- 6) In general, perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.
- 7) Be a Director on the Board for a minimum of one (1) year.
- 8) Supervise the bookkeeping day to day activities if a separate CPA or bookkeeper is hired.

Section 9. Compensation:

- 1) No Officer shall receive compensation for any service he may render to the IDHA except to the extent otherwise determined by the Board of Directors. However, any Officer may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 10. Reliance on Reports, Etc:

- 1) An Officer, in the discharge of duty imposed or power conferred on such Officer, may rely in good faith and with ordinary care on information, opinions, reports, or statements concerning the IDHA or another person that were prepared or presented by other officers or employees of the IDHA, legal counsel, or public accountants.

Section 11. Executive Session:

- 1) At times there may be a requirement for the Board of Directors to discuss individual members of the IDHA that the membership need not be privy to. A vote may be taken to move the discussion to Executive Session by the Board of Directors.
- 2) Executive session shall include the President, Vice President(s), Secretary, Treasurer, Registrar, Executive Director if so appointed, and all other regular Board Directors, as well as any individual deemed pertinent to the matter at hand.
- 3) The minute book for all Executive Sessions shall remain available to all current or subsequent Board Directors, or the legal representative of an individual discussed under Executive Session.

Section 12. Founding Members and Past Presidents:

- 1) Founding members and past Presidents shall be awarded an Honorary Board Member position that bestows the right to attend all Board of Directors meetings and participate in discussions.
- 2) An Honorary Board Member position shall not bestow the right to attend Executive Session meetings.
- 3) Founding members and past presidents shall not have voting rights on the Board of Directors unless serving as a duly elected Board Director.

Article V Committees

Section 1. Committees:

- 1) Committees consisting of three or more people may be formed. These can be standing committees, or temporary committees formed for a specific project.
- 2) Each Committee shall be overseen by, and report to the President and the Board of Directors.
- 3) The Chairperson of each Committee shall be a duly appointed Board Director to ensure proper functioning of the committee.
- 4) Committees shall consist of Members in good standing, and are not required to consist solely of Board Directors.

Section 2. Term of Office:

- 1) Each member of a Committee shall continue as such until the next Annual Meeting and until his successor is appointed, unless the Committee shall be terminated sooner, or unless such member be removed from such Committee, or unless such member shall cease to qualify as a member thereof.

Section 3. Vacancies:

- 1) If a member voluntarily chooses to resign from a Committee a replacement may be appointed immediately, or the vacancy left as long as there is not less than three on the Committee. Vacancies in the membership of any Committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Section 4. Meetings:

- 1) Committee meetings shall be held in person, or by conference telephone, electronic video medium, or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such meeting pursuant to a conference call, electronic video medium, or similar communications equipment shall constitute presence in person at such meeting.
- 2) Any action required or permitted to be taken at a Committee meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the members of the Committee, and duly entered into the Committee minutes as the case may be.

Section 5. Quorum:

- 1) A majority of the whole Committee shall constitute a quorum and the act of a majority of the members shall be the act of the Committee.

Section 6. Rules:

- 1) Each Committee may adopt rules for its own governance not inconsistent with these Bylaws or with rules adopted by the Board of Directors.

Section 7. Annual Report:

- 1) Each Committee shall provide an annual report at the annual Board Meeting to the Board of Directors outlining findings and recommendations from the previous fiscal year.
- 2) Additional reports may be presented to the Board of Directors at any Board Meeting as so warranted.

Article VI
Contracts, Checks, Drafts, Bank Accounts, Etc.

Section 1. Contracts:

1) The Board of Directors, except as otherwise provided by these Bylaws, may authorize any officer or officers, agent or agents, in the name of and on behalf of the IDHA, to enter into any contract or execute and deliver any instrument, and such authority may be general or confined to specific instances; and, unless so authorized by the Board of Directors or expressly authorized by these Bylaws, no officer or agent or employee shall have any power or authority to bind the IDHA by any contract or engagement or to pledge its credit or to render it liable pecuniary for any purpose or for any amount.

Section 2. Loans:

1) No loan shall be contracted on behalf of the IDHA, and no negotiable papers shall be issued in its name unless authorized by a vote of the Board of Directors.

Section 3. Checks, Drafts, Debit cards, Etc.

1) All checks, drafts and other orders for the payment of money out of the funds of the IDHA, and all notes or other evidence of indebtedness of the IDHA shall be signed by the Treasurer on behalf of the IDHA or by such other Directors or officers in such manner as shall from time to time be determined by resolution of the Board of Directors.

2) Debit cards shall be held by the Treasurer and Registrar to be used for small day to day operating expenses.

Section 4. Deposits:

1) All funds of the IDHA not otherwise employed shall be deposited from time to time to the credit of the IDHA in such banks or other depositories as the Board of Directors may select and for the purpose of such deposit the President, a Vice President, the Treasurer, the Secretary or any other officer or agent or employee of the Corporation to whom such power may be delegated by the Board of Directors, may endorse, assign and deliver checks, drafts and other orders for the payment of money which are payable to the order of the IDHA.

Section 5. PayPal Account:

1) A PayPal Account shall be maintained by the Treasurer for the express purpose of receiving various member payments.

2) A second PayPal account shall be maintained by the Treasurer for the express purpose of receiving various payments relating to show activities.

3) All Non-USA based members shall be required to make all payments through PayPal, and USA members are encouraged to use PayPal.

4) The PayPal account shall keep a minimum of one hundred dollars (\$100) in the account at all times for the purpose of member's refunds if required.

5) Monies in excess of the minimum amount shall be transferred to the IDHA bank account at least one time per month.

Section 5. Donations:

1) Neither any donation made to the IDHA nor any fund or property arising there from, in whatever form it may take, shall be diverted from the purposes herein set out. The IDHA will exercise all the powers and duties set forth in these Bylaws and will have and exercise any and all powers, rights and

privileges, which a non-profit corporation organized in the state of Ohio, may now or hereafter have or exercise. The Corporation is organized for non-profit purposes only.

Section 6. Financial Records and Annual Reports:

- 1) The IDHA shall maintain true and accurate current financial records with full and correct entries made with respect to all financial transactions of the Corporation, including all income and expenditures, in accordance with generally accepted accounting practices. The books, records and papers of the IDHA shall at all times, during reasonable business hours, be subject to inspection by any Director, Officer or other Member with reasonable notice.
- 2) The Treasurer shall account for the financial condition of the IDHA by presenting a summary audit of the IDHA accounts at each Board of Directors Meeting and to the Board of Directors whenever demanded.

Section 7. Auditing of Accounts:

- 1) An annual independent audit of the accounts and financial books of the IDHA shall be made by a certified public accountant at the close of each fiscal year and shall be reported to the Board of Directors at the Annual Board Meeting, or at a regular or special meeting no later than 15 April of the following year. Such accountant shall be a disinterested person and not a member of the IDHA.

Section 8. Fees

- 1) The Board of Directors shall set fees in amounts and purposes the Board determines to be in the best interest of the IDHA.

Section 9. Fiscal Year:

- 1) The fiscal year of the Corporation shall be the calendar year.

Article VII

Self-Dealing, Indemnification

Section 1. Transactions with Directors and Officers:

- 1) All contracts, transactions, and acts entered into by the Directors or officers, on behalf of the IDHA shall be at arm's length and not a violation of the limitations provided in the Articles of Incorporation or these Bylaws against the IDHA's use or application of its funds for private benefit; provided further that no contract or transaction shall be entered into on behalf of the IDHA if such contract or transaction is a prohibited transaction or would result in the denial of the tax exemption of the IDHA under any section of the Internal Revenue Code of the United States and its Regulations as they now exist or as they may hereafter be amended, or if such contract or transaction is at prices or rates which are not competitive with or more favorable to the Corporation than prices or rates otherwise prevailing on the market for similar or comparable goods, services or arrangements. In no event, however, shall any person or other entity dealing with the Directors or officers be obligated to inquire into the authority of the Directors and officers to enter into and consummate any contract, transaction, or other action.

Section 2. Indemnity of Directors and Officers:

- 1) Generally, except as provided in Subsection (6) of this Section 2, the Corporation shall indemnify every officer, member of the Board of Directors and committee member (each, an "**Indemnified Party**") to the fullest extent permitted under Ohio law, as the same currently exists or may hereafter be changed (but, in the case of any change, only to the extent that such a change permits the IDHA to provide broader indemnification rights than said law permitted the Corporation to provide prior to such

amendment) against any and all liabilities and expenses, judgments, penalties (including excise and similar taxes and punitive damages), fine settlements and reasonable expenses (including without limitation attorney's fees) actually incurred by such Indemnified Party in connection with any civil, criminal, administrative, arbitrative or investigative action, claim, demand, suit, or other proceeding to which he or she was or is made a party or is threatened to be made a party to or is involved pending or completed Proceeding, or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding by reason of being or having been an officer, Director, or committee member. This indemnification shall also apply to any liability and expenses incurred with the settlement of any Proceeding, if such settlement is approved in advance by the then Board of Directors. The IDHA may also indemnify and forever hold each Indemnified Party free and harmless against any and all personal liability to others on account of any contract or commitment made by them, in good faith, on behalf of the IDHA. Additionally, the IDHA expressly acknowledges that the indemnification conferred under this Section may include the indemnification of an Indemnified Party arising out of or related to the negligence or strict liability of the Indemnified Party.

2) **Continuation.** Indemnification under this Section 2 shall continue as to each Indemnified Party who has ceased to serve in the capacity, which initially entitled such Indemnified Party to the indemnity hereunder. The rights granted pursuant to this Section 2 shall be deemed contract rights, and no amendment, modification or repeal of this Section 2 shall have the effect of limiting or denying any such rights with respect to actions taken or proceedings arising prior to any such amendment, modification or repeal.

3) **Advance Payment.** The right to indemnification conferred in this Section 2 shall include the right to be paid or reimbursed by the IDHA the reasonable expenses incurred by an Indemnified Party who was, is or is threatened to be made a named defendant or respondent in a Proceeding in advance of the final disposition of the Proceeding and without any determination as to the Indemnified Party's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred by any Indemnified Party in advance of the final disposition of a Proceeding, shall be made only upon delivery to the IDHA of a written affirmation by such Indemnified Party of his or her good faith belief that he has met the standard of conduct necessary for indemnification under this Section 2 and a written undertaking, by or on behalf of the Indemnified Party, to repay all amounts so advanced if it shall ultimately be determined that the Indemnified Party is not entitled to be indemnified under this Section 2 or otherwise.

4) **Appearance as a Witness.** Notwithstanding any other provision of this Section 2, the IDHA will pay or reimburse expenses incurred by an Indemnified Party in connection with his appearance as a witness or other participation in a Proceeding at a time when he is not a named defendant or respondent in the Proceeding.

5) **Non exclusivity of Rights.** The right to indemnification and the advancement and payment of expenses conferred in this Section 2 shall not be exclusive of any other right which an Indemnified Party may have or hereafter acquire under any law.

6) **Limitation on Indemnification.** No indemnification shall be provided under this Section 2 to any Indemnified Party with respect to any Proceeding in which an Indemnified Party shall be determined

a) Not to have acted in good faith;

b) Not to have reasonably believed;

i) In the case of conduct in his official capacity as a Director of the Corporation, that his conduct was in the Corporation's best interests; and

ii) In all other cases, that his conduct was at least not opposed to the Corporation's best interests; and

iii) In the case of any criminal proceeding, had not reasonable cause to believe his conduct was unlawful.

Article VIII Miscellaneous Provisions

Section 1. Notice and Waiver of Notice:

- 1) Whenever any notice whatever is required to be given under the provisions of these Bylaws, said notice shall be deemed to be sufficient if given by mail, or email as it appears on the books of the IDHA, and such notice shall be deemed to have been given on the day of such mailing.
- 2) A waiver of notice, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

Section 2. Change to the Articles of Incorporation, Bylaws, Rules and Regulations, and Breed Standard:

- 1) Changes to the Articles of Incorporation, Bylaws, Rules and Regulations, and Breed Standard are subject to membership vote.
- 2) Any Member can propose a change in writing, which will be considered by the Board of Directors for submission to membership for vote. Upon a determination by the Board that the change submitted has merit or is one that should be considered by the Members, that proposed change will be presented to the membership for a vote.
- 3) No change will be made without an affirmative vote from more than 50% of the membership voting.

Section 3. Procedure.

- 1) Meetings of the Board of Directors, or Committees shall be conducted in an orderly procedure as shall be determined by the presiding Chairman at such meetings. The presiding Chairman shall make all rulings and decisions on any organization or conduct of business to come before such meetings and his or her ruling shall be final and decisive. Roberts Rules of Order shall prevail at all meetings.

Article IX Amendments

Section 1. Review:

- 1) These Bylaws, the Articles of Incorporation, the Rules and Regulations and the Breed Standard shall be reviewed no later than five (5) years after the last review was ratified.

Section 2. Amendments:

- 4) These Bylaws, the Articles of Incorporation, the Rules and Regulations and the Breed Standard may be altered, amended, or repealed, or new versions may be adopted, by the Directors at any time subject to the rules set forth.

CERTIFICATE OF ADOPTION OF BYLAWS

The undersigned hereby certifies that these Bylaws are the true and correct Bylaws of the Corporation voted upon and adopted by “Action of the Directors of The International Drum Horse Association, Inc without First Meeting” executed to be effective as of November 21, 2015.

Janelle Harden – President
Taylor Westbrook – Vice President
Loretta Bradfield - Director
Darcy Hawes - Director
Malia Mattsson– Director

These Bylaws Adopted July 1, 2006
Revised Bylaws Adopted October 25, 2012
Revised Bylaws Adopted November 21, 2015
Revised Bylaws Adopted November 25, 2021

GENERAL RULES

GR 1. REGISTERED AGENT

The Registered Agent for the IDHA shall be INCORP SERVICES INC, located at 9435 Waterstone Boulevard, Suite 140, Cincinnati, Ohio, 45249.

GR 2. PROPOSED RULE CHANGES

All proposed rule changes must be submitted in writing to the Secretary, anyone on the Board of Directors or to any of the members of the Rules & Regulations Committee. An email or a letter submitted through postal services shall be the only means considered acceptable to meet the requirements for written submission. A proposed rule change will need to state the reason or intent for the proposed rule change. The proposed rule change will then be reviewed at the next scheduled Rules & Regulations Committee meeting. If no meeting is scheduled then the Chairperson of the Rules and Regulations Committee will call a special meeting. If a change to a rule is agreed upon in the Rules & Regulations Committee it will then be passed to the Board of Directors and the appropriate adoption procedure per the IDHA Bylaws will be conducted. Once approved the new rule or regulation shall be published on the website and updated in the Rules & Regulations Handbook. New and amended rules or regulations may be considered for changes, additions or repeal, one calendar year after the proposed rule took effect. The Rules and Regulations Committee may waive this requirement if they find an extraordinary circumstance that involves the safety, health or wellbeing of a horse or IDHA member. It may also be changed in the event the Rules & Regulations Committee sees this as a benefit to the association's stability or financial wellbeing or other compelling circumstances.

GR 3. MEMBERSHIP

GR 3.1. Membership shall be applied for on the official online application form supplied by the International Drum Horse Association (IDHA). In special situations with prior approval, applications may be sent by mail to the Secretary of the Association. The application must include payment for dues.

GR 3.2. The Membership year runs annually, consisting of a 12-month period beginning with the first day of the month of purchase and expiring the last day of the subsequent 12th month. (Rev. 11/21/2015) (Example: if membership is postmarked Feb. 20, it expires Jan. 31 of the following year.) Dues will not be prorated. If during the year an Associate Member chooses to upgrade membership to a General Membership, only the difference in dues will have to be paid.

GR 3.2. A Member in good standing shall be defined as a member who has paid all dues, has no fees in arrears and is not under any investigation for violation of any Rules and Regulations, or the By-Laws of the International Drum Horse Association. Every member in good standing shall have the right to attend all general membership meetings, have floor privileges and the right to hold committee assignments except where limited in the Bylaws.

GR3.3. Any member whose membership becomes delinquent can be reinstated by paying the current year's dues. There is no penalty for reinstatement.

GR 3.4. Types of Membership:

GR 3.4.1 Memberships shall consist of the following:

- a) Annual Individual membership, which allows the member one vote
- b) Annual Family membership, which allows a family two votes (consisting of no more than two adults cohabitating in the same domicile, with their legal wards under eighteen (18) years of age).
- c) Lifetime Individual Membership, which allows the member one vote.
- d) Lifetime Family Membership, which allows a family two votes (consisting of no more than two adults cohabitating in the same domicile, with their legal wards under eighteen (18) years of age, children are required to purchase memberships in their own name upon the completion of their 17th calendar year).
- e) Annual Associate Individual Membership, which has no vote privileges (for persons who do not own a Drum Horse).
- f) Annual Associate Family Membership, which has no vote privileges (consisting of no more than two adults cohabitating in the same domicile, with their legal wards under eighteen (18) years of age, and for persons who do not own a Drum Horse.)
- g) Junior Membership, which has no vote privileges for youth under age 18

GR 3.4.2 In order to have one of the memberships with voting privileges the Member must own at least one live Drum horse registered with the IDHA.

GR 3.5. All members in good standing have equal rights and responsibilities with respect to the International Drum Horse Association and its properties, shall be bound by its Bylaws, Rules and Regulations and by the actions of its Board of Directors.

GR 3.5.1. Rights and privileges of voting members include:

- ✓ Listing in the published membership list (Name only)
- ✓ Listing on the website of the Association (Full info-optional)
- ✓ Drumbeat newsletter access
- ✓ Ability to write approved articles for the Drumbeat newsletter
- ✓ Ability to list Drum Horses for sale on Website or Drumbeat Newsletter sales lists at no cost
- ✓ Ability to list Drum Horses for sale on official IDHA Facebook pages (If any member causes an official Facebook page to be flagged for sale listings then this privilege will be revoked for all members.)
- ✓ Submission for End of Year awards
- ✓ Participation in general meetings and general elections
- ✓ Reduced fees
- ✓ Participation in any award or merit program
- ✓ Appropriate number of votes where membership voting is required

GR 3.5.2. Rights and privileges of youth members include:

- ✓ Listing in the published membership list (Name only- at Parents discretion)
- ✓ Drumbeat newsletter access
- ✓ Ability to write approved articles for the Drumbeat newsletter

- ✓ Ability to list Drum Horses for sale on Website or Drumbeat Newsletter sales lists at no cost
- ✓ Reduced fees.
- ✓ Submission for End of Year awards
- ✓ Participation in any award or merit program.

GR 3.5.3. Rights and privileges of associate members include:

- ✓ Listing in the published membership list (Name only)
- ✓ Listing on the website of the Association (Full info-optional)
- ✓ Drumbeat newsletter access
- ✓ Submission for End of Year awards
- ✓ Participation in any award or merit program

GR 3.6. Division of a lifetime family membership shall be available by voted approval of the majority of the Board of Directors present and a final divorce decree, final judicial order establishing the rightful owner(s) of the life membership, or written instrument of consent signed by the terminating spouse. Once divided the lifetime family membership shall be treated as either two (2) lifetime individual memberships OR a single lifetime family membership consisting of one (1) adult and any dependent children. The type of division shall be stipulated at the time of application. (Once amended, the membership cannot be altered a second time.)

GR 3.7. A lifetime family membership carried in the joint names of two legal adults, may have one name on the membership changed as a result of a spousal death and the successor of them shall be entitled to membership to correctly reflect the successor's status. Such request shall be accompanied by filing with the Association a copy of judicial decree, or written evidence of death and remarriage, (Once amended, the membership cannot be altered a second time.)

GR 4. FEES

GR 4.1. Any and all dues, fees or monies owed to the IDHA are payable in US dollars.

GR 4.2. Any fees charged to the Association due to the acceptance of fees in electronic form will be added to the fees due and payable by the member using the service.

GR 4.3. International (Non USA) Members – Online payment through PayPal is required. It is suggested that USA based members utilize PayPal as well to facilitate quicker processing of paperwork.

GR 4.4. All Drum Horses, which are born on or after 01 January 2017, must be registered prior to their first birthday for standard registration pricing. After their first birthday the registration price will increase as posted in the fee schedule. Each year after their first birthday registration price will double. (5 Jan 2016)

GR 4.5. Any and all dues, fees, or monies due the IDHA are the property of the IDHA upon collection and shall be turned over to the Association within thirty (30) days of collection. The officers of such clubs and/or individuals responsible for the collection and disbursement of such funds shall be personally liable.

GR 4.6. Fee pricing: (Jan 2015)

Classification	Member	Non-Member
Drum Horse Registration – Foaling Date – 12 Months (incl. DNA test)	\$75.00	\$190.00
Drum Horse Registration – Foaling Date – 12 Months (no DNA test – DNA must be on file with the Univ. of KY, from another registry)	\$45.00	\$160.00
Drum Horse Registration – 12-24 Months (incl. DNA test).	\$150.00	\$250.00
Drum Horse Registration – 12-24 Months (no DNA test – DNA must be on file with the Univ. of KY, from another registry)	\$120.00	\$220.00
Drum Horse Registration – 24+ Months (incl. DNA test)	\$200.00	\$400.00
Drum Horse Registration – 24+ Months (no DNA test – DNA must be on file with the Univ. of KY, from another registry)	\$170.00	\$370.00
**Foundation Certification (incl. DNA test)	\$70.00	\$185.00
**Foundation Certification (no DNA test – DNA must be on file with the Univ. of KY, from another registry)	\$45.00	\$155.00
Transfer of Ownership <i>*Member to Member price: \$20.00 *Member to Non-Member: \$65.00 (Price includes Membership for new owner.) Seller is not required to pay for transfer.</i>	\$20.00	\$65.00 (includes membership)
Height Certification.	\$20.00	\$85.00
Duplicate Certificate Fee (for lost, destroyed or updating from ADHA to IDHA papers).	\$20.00	\$85.00

GR 5. MEETINGS

A summary copy of Board of Directors meeting minutes or General Membership meeting minutes shall be posted on the IDHA website in the Members Only section.

GR 6. COMMITTEES

GR 6.1. Permanent Board committees shall consist of: International; Memberships; Shows & Judges; and Promotions, Events & Marketing.

GR 6.2. Temporary Board committees may be formed from time to time as required to fill a specific purpose and shall be a minimum of: Breed Standard; Bylaws, Rules and Regulations; Youth; Board of Directors Nominations, Credentials & Elections; and History

GR 7. SUBMISSION OF FORMS

Membership and Registration Forms shall be completed online, all other forms shall be completed online whenever possible with the appropriate accompanying documents mailed as applicable. On occasion due to approved extenuating circumstances Membership and Registration forms may be submitted via email or through the postal service with prior approval by the IDHA Membership Chairperson, the Secretary, or the Registrar.

GR 8. INTERNATIONAL AFFILIATE ASSOCIATIONS

The IDHA does not recognize nor approve any affiliate Associations at this time.

GR 9 HEARINGS AND DISCIPLINARY PROCEDURES

GR 9.1. The Board of Directors shall investigate possible violation of rules, regulations, or bylaws. A Grievance Committee shall be formed to investigate the possible violation and prepare a findings summary and presentation for the Board. After any investigation the Board will determine if the violation exists and how it can be resolved. This will be presented to all parties involved in writing. Results of the investigation can be determined as “no action needed” to suspension or expulsion from the organization, or something in between.

GR 9.2. Persons requesting a hearing regarding any Board decision, any decision regarding a registration, record or prefix, or any disciplinary decision, shall request a hearing by submitting it to the Board in writing. Submission by email or through the postal services shall be the only methods considered as submission in writing. The Board will determine the time and place of the hearing. The decision and actions of the Board after the hearing will be final.

GR 10. GENERAL NOTICE

GR 10.1. Notice required by these rules and regulations may be served by delivering a copy of the notice to the person to be served, or his attorney, either in person or by mail, postage prepaid, to his last known address as it appears on the IDHA’s records, and upon mailing, such notice shall be deemed received by such person when it is deposited in the United States mail.

GR 11. TELEVISION AND MEDIA

GR 11.1. Attendance at an IDHA approved event, in whatever capacity, shall constitute authorization for IDHA, its agents, designees, or assignees to photograph, video tape, televise, or record by other means (hereinafter referred to as “photographic material”) any adult person or any animal on the premises of an IDHA approved event, and shall further constitute authorization for the use of such person’s name, voice and biography, or the name, pedigree and performance record of any animal on the premises (hereinafter referred to as “related information”) in conjunction with any photographic material. Minor children under the age of 18 years shall require parental approval for all photographic material prior to use.

GR 11.2. The photographic material and related information referred to above may be used in any manner that the IDHA, in its sole discretion, determines would be beneficial to promoting the purposes and goals of the IDHA; provided, however, that no photographic material or related information will be used in conjunction with the endorsement of any product unless prior written consent is obtained.

GR 11.3. Attendance at an IDHA approved event shall further constitute agreement to the terms and conditions outlined above, and shall constitute a waiver and release, without limitation, of any individual television, radio, motion picture, photographic or other similar rights, including right of privacy, any person or animal may have in or to such photographic material or related information when such information is obtained at an IDHA approved event by the IDHA, its agents, designees, or assignees.

GR 11.4. An IDHA member, including a member using IDHA data for commercial purposes, has a duty to preserve and protect the pedigree registry, performance records, and the property of IDHA including, but not limited to IDHA electronic data made available to members via the IDHA website or other prearranged consensual access thereto, and the duty to use such data only for the purposes which IDHA has granted conditional license. Publication of such data shall carry the following designation: "This information was provided by the International Drum Horse Association from its Official Records."

GR 12. RESPONSIBILITY

GR 12.1. In the furtherance of their official duties, all IDHA representatives shall be treated with courtesy, cooperation, and respect and no person shall direct abusive or threatening conduct toward them.

GR 12.2. All information furnished to the IDHA as a basis for any action by the IDHA or any of its officers shall be true and correct. This includes, but is not limited to, registration applications, application for show approval, and all information with regard to Association investigation of third parties.

GR 12.3. Accuracy of records furnished by the IDHA, either as hard copy or on-line service, is warranted by the IDHA only to the extent of using its best efforts in the compilation thereof and then solely for the benefit of the member or party purchasing the record. Replacement of the corrected record on a showing of material inaccuracy is the sole remedy available to anyone receiving inaccurate information from the IDHA. Consequential damages are expressly excluded. No warranties, express or implied, arise from records issuance, other than as stated therein, as the purchaser receives this record on an "as is" basis. For absolute accuracy, independent verification must be obtained from the current owner or his predecessor in title to a subject horse.

GR 12.4. When an exhibitor, owner or trainer is found guilty of unsportsmanlike conduct, inhumane treatment, prohibited procedures, and/or drugs & medications, such person is subject to disciplinary action by the IDHA including, but not limited to, fines, probation, and/or suspension.

GR 12.5. All owners, trainers and exhibitors are accountable for the condition of any horse which they enter or allow to be entered, in any IDHA sponsored or approved event or event held in conjunction with an IDHA approved show, whether or not that event is approved by the IDHA. Responsible Parties are presumed to know all rules and regulations of the Association and are accountable for their horse's condition and care, including care administered by staff or caregivers.

GR 13. FRAUDLENT PRACTICES

GR 13.1. No person shall represent any animal owned or managed by him or her to be registered or registration-pending unless the same be registered in the official stud book.

GR 13.2. No person, firm or corporation shall issue, sell, exchange, give away or receive, or offer to do any thereof, any false or fraudulent certificate representing same to be a genuine official certificate issued by the IDHA.

GR 13.3. No person shall advertise or enter in any Drum horse event or competition any animal registered or listed with the IDHA by a name other than that by which it is properly registered or listed.

GR 13.4. No change in or alteration of a certificate of registration or listing or identification required by the IDHA shall be made except by the IDHA or its official representative upon proper showing of the necessity for such change or alteration by reason of mistake or the like; nor shall any person display or advertise or have in his possession any such certificate, including but not limited to the original certificate issued, a duplicate certificate issued, a photocopy, a scanned copy or image that has been changed or altered otherwise, other than by the IDHA or on its authority. The sole exception shall be a photocopy of an original registration certificate that is required to be provided to a horse show as proof of registration.

GR 13.5. No person shall alter in any way, change or attempt to hide or alter the natural markings of a horse, by surgery, dye or in any other manner. See also Show Rule GR 107 regarding any alteration of a horse's natural conformation or appearance.

GR 13.6. No person shall represent as a registered IDHA Drum Horse any horse other than the horse for which said certificate was issued.

GR 13.7. No person shall bribe, or attempt to bribe, an IDHA representative, IDHA approved judge, or any other official of an IDHA approved event.

GR 13.8 No person(s) shall use the IDHA logo, IDHA Seal, the name "International Drum Horse Association", or the name abbreviation "IDHA" in any form that implies association with or approval by the IDHA without express approval of the IDHA.

GR 13.9. Any conduct prohibited as described in GR 14. Unsportsmanlike Conduct shall be considered fraudulent practices.

GR 14. UNSPORMANLIKE CONDUCT

GR 14.1. Conduct by IDHA members, non-members, exhibitors, trainers, owners, owner's representatives, spectators, and all other persons present on the show grounds, show facilities, events where the IDHA has approved or sponsored the event, the event is held in conjunction with an IDHA approved event or IDHA has sponsored added money or awards, shall be orderly,

responsible, sportsmanlike and humane in the treatment of horses, such as to promote the implementation of the show or event and promote fair competition.

GR 14.1.1. Unsportsmanlike or irresponsible conduct or any other form of misconduct that is illegal, indecent, profane, intimidating, threatening, harassing, or abusive is prohibited, as is the inhumane treatment of horses.

GR 14.1.2. Further, Show or Event Management may immediately expel offenders from show or event facilities in order to preserve the decorum of the show or event and shall file a written report with the IDHA concerning the transaction.

GR 15. INHUMANE MANNER OF TREATMENT

GR 15.1. No person on show or event grounds, including but not limited to, barns, stalls, parking areas and show or event arenas, may treat a horse in an inhumane manner, which includes but is not limited to the following:

GR 15.1.1. Placing an object in a horse's mouth so as to cause undue discomfort or distress;

GR 15.1.2. Tying a horse in a manner as to cause undue discomfort or distress in a stall, trailer or when longeing or riding;

GR 15.1.3. Letting blood from a horse;

GR 15.1.4. Use of inhumane training techniques or methods, poling, or striking horse's legs with objects (i.e. tack poles, jump poles, etc.);

GR 15.1.5. Use of inhumane equipment, including, but not limited to, saw tooth bits, hock hobbles, tack collars, or tack hackamores;

GR 15.1.6. Any item or appliance that restricts the movement or circulation of the tail; or,

GR 15.1.7. Intentional inhumane treatment which results in bleeding.

Gr 15.2. Upon discovery by any show official of inhumane treatment, SHOW OR EVENT MANAGEMENT SHALL IMMEDIATELY REPORT the matter to the IDHA.

GR 15.3. The standard by which conduct or treatment will be measured is that which a reasonable person, informed and experienced in generally accepted equine training and exhibition procedures would determine to be cruel, abusive and inhumane.

GR 15.4. The owner, trainer, and exhibitor are each responsible for a horse's condition and treatment while on the show or event grounds including but not limited to, barns, stalls, parking area and show or event arena. The owner, trainer, and exhibitor are each responsible for the actions of any and all employees while under their employment with regard to inhumane treatment.

GR 16. PROIHIBITED PROCEDURES

For a list of prohibited procedures refer to the appropriate rule located in the Show Rules section.

GR 17. LIABILITY

GR 17.1. Except for proven intentional wrongdoing, neither the IDHA nor its officers, directors, members of committees, inspectors, employees, representatives nor agents will be liable in any way, whether in damages or otherwise, for issuance of any registration certificate, for the transfer of any registration certificate, for the cancellation of any registration certificate, for the refusal to issue a registration certificate, for the issuance of any pedigree statements, for the refusal to transfer any registration certificate, for any disciplinary procedure brought against or penalties imposed on any member or any person or for any other activities engaged in, by or on behalf of the IDHA,

GR 17.2. Material accuracy of any records furnished by the IDHA either as hard copy or online service, is warranted by the IDHA only to the extent of using its best efforts in the compilation thereof, and then solely for the benefit of the member or party purchasing the record who may, as exclusive remedy, receive replacement of the record upon showing material inaccuracy thereof. Consequential damages are expressly excluded. No warranties, express or implied, arise from records issuance, other than as stated herein, as the purchaser receives this record on an "as is" basis.

GR 17.3. The IDHA shall not be responsible for any personal injury, or for loss or damage to property, occurring at any IDHA activity. Each owner, exhibitor, or handler, shall indemnify and hold harmless the IDHA, its officers, directors and employees from and against all claims, demands, causes of actions, and expenses of every kind, including attorney's fees, arising out of or related in any manner to the acts or omissions of an owner, exhibitor, or handler, or the actions of any animal under the care, custody, or control of the owner, exhibitor, or handler. Presentation of signed entry forms shall be deemed acceptance of the conditions of this rule. In the event an entry form is not signed or presented, appearance on the grounds of any IDHA activity as an owner, exhibitor, or handler, shall be deemed to be acceptance of the conditions of this rule.

GR 18. LITAGATION

GR 18.1. No Director or Officer of the IDHA will bring action or suit against the IDHA while in office.

GR 18.2. Any member or non-member who purchases IDHA registered horses, attends IDHA events, participates in IDHA sanctioned shows, or files any IDHA forms or applications will be responsible for their own attorney fees if they file action or suit against the IDHA. In addition, if they are unsuccessful in their attempts, they will reimburse the IDHA for all attorney fees, court costs and other expenditures used in defense of such suit or action.

GR 18.3. The IDHA will not assume responsibility for civil disputes concerning financial issues, ownership, health, fertility, soundness, breeding, or any other civil matter.

GR 18.4. In all proceedings concerned with or affecting the registrations and records of the IDHA and in all disciplinary actions, the burden of resolving any doubt as to the true parentage or identification of an animal, or qualification for registration (either by color, type or bloodline) shall be upon the applicant, owner, lessee or other member(s) or non-member(s) involved. The determination, decision or action of the Board of Directors upon all such questions shall be final and binding upon all parties. As the owner has the burden of proof, by failure to present evidence concerning such questions to the IDHA or at a hearing scheduled to resolve the question, the owner shall be deemed to have waived his right to later present such evidence to a court of law, if he or she seeks judicial review of the IDHA's action.

GR 18.5. Trademark Violation

GR 18.5.1. The phrases International Drum Horse Association, International Drum Horse Association Inc, and IDHA as well as the Logo for the IDHA are trademarked and as such indicate the authentic source and producer of true IDHA Drum Horses.

GR 18.5.2. A horse that is not registered with the IDHA may not be marketed as an IDHA Drum Horse.

GR 18.5.3. The IDHA has proprietary protection and the exclusive right to use, sell and license all trademarked items. No person or other entity may use any trademarked item without express licensing approval from the IDHA.

REGISTRATION RULES

RR 1. The IDHA was established to promote and preserve the Drum Horse breed. To this end, there are three registration books: Drum Horse, Foundation Drum Horse, and Foundation Horse.

RR 1.1. Drum Horse Studbook: for those approved horses that meet all the criteria for registration as a Drum Horse. These horses must be proven to be a combination of Gypsy horse with Shire, and/or Clydesdale, where the percentage of Gypsy horse blood does not fall below 1/8 (6.25%) or exceed 1/2 (50%), Only horses that are approved and meet all the criteria will be allowed in the Drum Horse studbook (8 Oct 2015).

RR 1.2. Foundation Drum Horse Studbook: for those approved horses that meet all the criteria for registration as a Drum Horse except that their percentage of Gypsy horse blood falls outside the range of 1/8 (6.25%) to 1/2 (50%). These horses must still be proven to be a combination of Gypsy horse with Shire, and/or Clydesdale.

RR 1.3. Foundation Horse Studbook: for those horses that are approved and certified for the breeding of Drum Horses. These horses are approved full blood Clydesdales, Shires, and Gypsy Horses or approved combinations of these breeds that do not fit the criteria for registry as a Drum Horse. Foals that are born from a cross between a certified Foundation Horse and either a Drum Horse or a Foundation Drum Horse which meet the criteria for registry as a Drum Horse will be placed in the appropriate Drum Horse studbook. The crossing of two Foundation Horses will result in a horse registered in the Foundation studbook, unless the resulting foal meets the criteria to be registered in one of the Drum Horse Studbooks. All foundation horses MUST be

registered in their own registry. The only exception is a horse that is registered but the transfer was not completed. It will be up to the current owner to prove registration, not the IDHA Registrar.

RR 2. Drum Horse Classifications: (Jan 2015, 8 Oct 2015)

RR 2.1. F1 Drum Horse: A horse that is Clydesdale and/or Shire and exactly 50% Gypsy.

RR 2.2. F2 Drum Horse: A horse that is Clydesdale and/or Shire and 25% to 49.99% Gypsy.

RR 2.3. F3 Drum Horse: A horse that is Clydesdale and/or Shire and 6.25% to 24.99% Gypsy.

RR 2.4. Premium Drum Horse. This horse can be an F1, F2, or F3 Drum Horse. It is a horse that by his/her 7th birthday is 16hh or greater and is height certified by a veterinarian or an IDHA representative.

RR 3. A Registration Certificate is solely a certification of information contained in the records of the IDHA Registry.

RR 4. Registration numbers shall be issued in consecutive order, based on the order in which the applications are processed by the Registrar.

RR 5. Letter designations shall be incorporated with the registration numbers.

RR 5.1. Prefixes shall designate Drum Horses (D), Foundation Drum Horses (FD), and IDHA registered foundation horses (FH).

RR 5.2. Suffixes shall designate mares (M), stallions (S), and geldings (G).

RR 6. Registration Certificates shall be issued with the following colours: (8 Oct 2015)

RR 6.1. Drum Horse/Premium Drum Horse – Maroon

RR 6.2. Foundation Drum Horse – Green

RR 6.3. Foundation Horse – Blue

RR 7. A reference guideline of eight (8) weeks shall be given for the completion of registration applications once all completed documentation has been received. (30 July 2013)

RR 8. Application for registration/certification shall be submitted to the Registrar through the online registry on the official registration application form provided by the IDHA, along with appropriate fees and other requirements of registration as stated on the application for registration form.

RR 9. The IDHA will only register horses that qualify. The Association may deny registration/certification or cancel registration/certification of a horse if there is reasonable grounds to believe that the horse does not meet the standards or requirements for registration, or that any information on the registration form is false or incorrect.

RR 10. Horses in all studbooks must have DNA on file with the IDHA.

RR 11. DNA test samples are due to be submitted within 30 days after approval of registration application. If DNA results show pedigree or other discrepancies, the application and registration can be changed, denied or revoked.

RR 12. All DNA test samples will be sent to the IDHA Main office and then they will be sent out in a bulk Priority package (with tracking number) every Friday for processing. (5 Jan 2015)

RR 13. The name of a horse submitted for registration cannot be the same as the name of any other Drum Horse already registered with the association. Names cannot be changed once the horse is registered, and cannot exceed more than 30 letters and spaces, including any prefix. No names will be accepted that are deemed to be offensive.

RR 14. Upon the death of a horse registered with the IDHA the original certificate must be returned to the registrar within 90 days. The certificate will be recorded with the date of death and returned to the final owner of the deceased animal. The date will also be recorded in the permanent records of the registry.

RR 15. When according to the IDHA's records, a horse has lived twenty-five years past January 1 of its foaling year, and there is no evidence of activity (showing, breeding, etc.) for a period consisting of the previous three (3) years, it will be presumed dead and its registration file will be automatically marked as deceased. The horse is then ineligible for participation in IDHA approved events. If the horse has not actually died, and its owner wishes to reinstate its registration certificate, the owner may contact the Association and provide satisfactory evidence that the horse is alive, which the owner will be required to do on an annual basis.

RR 16. The owner or lessee of the dam at the time of breeding, shall be considered the breeder and owner of the foal born to that mare. The only exception will be a mare that was on a breeding lease with a clause to return the mare in foal, then the owner of the dam shall be considered the breeder and owner of the returned foal.

RR 17. Foals pre-sold in-utero, or sold as embryo transfers, shall still be considered owned and bred by the owner of the dam, and a transfer of ownership must be made as described in RR 25 below (Transfer of Ownership), after initial registration application is made.

RR 18. When the dam has been sold in foal and the sale contract stipulates that the foal is to be retained by the previous owner of the dam, the previous owner of the dam shall be considered the breeder and owner of the foal as per Rule RR 16 and registration must be filed under that name.

RR 19. Required photos (29 Nov 2012 for 01 Jan 2013)

RR 19.1. Photos must clearly show all four sides of the horse, full front, full left, full right, and full rear. Photos must include the horse's body from the head to the ground.

RR 19.2. Horse should stand with all four legs apart for full viewing.

RR 19.3. Forelock should be braided and/or tucked to one side for the front shot. For the rear shot, please braid tail so that it is not obstructing the horse's rear legs. It is preferable that the horse's mane be braided for side shots in order to clearly show the horse's neck and shoulder conformation and markings.

RR 19.4. Any photos showing signs of graphic enhancements will be rejected.

RR 19.5. Horse should be clean and the only horse in the picture.

RR 19.6. There should be nothing in front of the horse – this includes people, hands (ie. in front of muzzles), gates, fences, etc.) In other words, an unobstructed view of the horse.

RR 19.7. Photos should be renamed with horse's registered name and left, right, front or back.

RR 19.8. Photos shall be smaller than 2Mb in size (30 July 2013)

RR 20. Horses ineligible for registration:

RR 20.1. Cryptorchid, monorchid or high flanker: Stallions two years or older, or offspring of known cryptorchid, monorchid or high flanker stallions. Stallions having one of these veterinarian verified faults must be gelded by their third birthday or their papers will be voided. If the condition exists at age two, breeding certificates will not be honored for registration of any foals until the stallion develops properly.

RR 20.2. Parrot mouth or monkey mouth: Horses veterinarian verified having a full tooth or more overbite or underbite. Parrot mouth and monkey mouth are not allowed for registry for breeding stock. Colts shall be gelded and fillies shall be issued papers that specify "for showing purposes only". Any foals resulting from proven parrot mouth or monkey mouth horses are not eligible for registration.

RR 21. No person shall refuse a reasonable request to assist the IDHA, its officers, committees or agents in locating, identifying and inspecting or to answer promptly and truthfully any inquiry concerning an animal or ancestor thereof in his ownership or control, which has been registered or listed, for which application to register or list has been made, or to sign requested documentation. In addition, persons who do not return registration certificates when requested, provide information when requested and/or cooperate with DNA testing, shall also be considered to be in violation of this rule. Such persons shall have their IDHA membership suspended and they shall be considered a member NOT in good standing until such time as that the requested information is provided.

RR 22. Ownership of an issued registration certificate remains with the IDHA. Such registration certificate is issued in reliance upon the information provided on the written application submitted and attested by the owner at the time of registration; and upon the express condition that the IDHA has the privilege to correct and/or cancel the certificate for cause under its rules and regulations. No person shall refuse a request by the IDHA for the return of a registration certificate, either before, after or pending hearing to determine registration participation privilege in IDHA approved events. The IDHA may retain possession of a certificate pending resolution of the matter for which the return of the certificate was requested.

RR 23. Breeding Records

RR 23.1. All stallion owners must submit a stallion breeding record to the Registrar on the form provided by the International Drum Horse Association listing all mares exposed to the stallion, whether they are certified in foal or not, and listing all dates of exposure.

RR 23.2. The stallion breeding record must be submitted to the Registrar prior to December 31 of each year.

RR 24.3. The stallion owner must provide to the owner of each mare bred a stallion statement of breeding as provided by the International Drum Horse Association.

RR 23.4. Frozen semen can be used after a stallion's death for as long as it is viable.

RR 23.5. A frozen embryo can be used after a mare's death for as long as it is viable.

RR 24. Registration and use of a Breeder prefix

RR 24.1. The IDHA will record and recognize exclusive use of a prefix for registration purposes.

RR 24.2. The prefix will be included in the 30-letter limit that can be used in the name on the registration.

RR 24.3. A prefix can only be owned by one person or farm and cannot be transferred.

RR 24.4. The prefix shall only be used to register a horse that is also owned by the owner of the prefix.

RR 24.5. A prefix must be unique and must not be too similar to one already in use. The IDHA reserves the right to deny registration or use of any prefix. No prefix considered offensive in anyway will be approved.

RR 24.6. Registration of a prefix by the IDHA protects it from being used by others when registering Drum Horses. It does not protect the name beyond the International Drum Horse Association use.

RR 24.7. If a person (or farm) purchases a prefix, it then **MUST** be used as the prefix of the name when registering all foals bred by that person or farm.

RR 24.8 The registration of a prefix does not supersede the US laws concerning trademarks or certification marks.

RR 24.9. The new owner of an unregistered horse may add their suffix to horse's name, not their prefix. (5 Jan 2016)

RR 25. Transfer of Ownership

RR 25.1. To transfer ownership of a registered horse the original registration certificate, a transfer form properly signed and the fee must be submitted to the Registrar by the seller of the horse. (April, 2012)

RR 25.2. Buyers are notified that the transfer must read directly from the person whom they purchased the horse and all previous transfers must be attested by the IDHA Registrar and shown on the registration certificate.

RR 25.3. Updated photos may be applied to the registration certificate at time of ownership transfer (28 March 2013)

RR 26. Transfer without Signature of Recorded Owner

RR 26.1. Whenever legal title to a registered horse passes to another by reason of death of the recorded owner, by reason of foreclosure of any lien, or by any order of decree of court, or otherwise by operation of law, the IDHA may transfer the registration of such horse to the new owner:

RR 26.1.1. Upon order of a court of competent jurisdiction or other satisfactory proof of authority for the transfer; and

RR 26.1.2. Upon payment of the transfer fee and any reasonable costs and expenses of investigation; and

RR 26.1.3. Upon satisfaction of such other requirements as may be defined by the IDHA.

RR 27. Correction of a Registration Certificate

RR 27.1. The registration certificate shall accurately describe the horse for which it has been issued. An owner is responsible for immediately reporting any discrepancy on a registration certificate to the IDHA and returning it for correction.

RR 27.2. The IDHA must be provided with the original certificate before a corrected certificate can be issued.

RR 27.3. A free correction on a registration certificate may be made through six months from the original date a registration certificate was issued.

RR 27.4. Correction of an original registration certificate may be obtained by the current recorded owner by filing the proper form completed in all respects, along with four full-view current photographs of the horse showing both sides, front and rear views.

RR 27.5. Correction of a registration certificate that is a change of color, may only be obtained by the recorded owner, by filing a written statement of the correct color along with DNA proof of correct color.

RR 27.6. If a registration certificate is delivered to the IDHA's office for a correction, but the correction items are not in proper order to issue a corrected certificate, the registration certificate will be retained by the IDHA until the correction can be completed and a new certificate issued.

RR 28. A replacement registration certificate may be issued when the original certificate is in existence but has been defaced. The IDHA must be provided with the original certificate, along with the fee for duplicate papers before a replacement certificate can be issued.

RR 29. A duplicate registration certificate may be issued only if the original certificate has been lost or destroyed. Owners must send a signed statement to the effect that the original pedigree certificate has been lost or destroyed, the fee for duplicate papers, and a recent photo of the horse to the IDHA Registrar's Office. The duplicate will be marked "Duplicate" and will become the only pedigree certificate honored by the IDHA.

RR 30. Alteration, Castration, Gelding, or Spaying

RR 30.1. When a horse is altered, the registration certificate must be sent to the IDHA accompanied by a veterinarian signed document stating the date the horse was altered. The records will then be changed, the alteration notation will be added to the certificate and returned.

RR 30.2. If a stallion that is shown is altered during the year, any points earned as a stallion during that show year will not count as gelding points toward year-end awards. Points will still count toward ROM awards.

RR 31. Premium Status

RR 31.1. A Drum Horse or Foundation Drum Horse that reaches the minimum height of 16HH by their seventh (7th) birthday is eligible for Premium certification.

RR 31.2. Height measurements shall be taken by and signed by a certified veterinarian or a representative appointed by the IDHA.

RR 31.3. Owners must send in the original registration certificate, the appropriate fee, and the height certification form. The official records will be changed, the registration certificate will be stamped "Premium" and returned.

RR 32. Lease Agreements

RR 32.1. When Drum Horses, Foundation Drum Horses, or Foundation Horses are leased for either showing or breeding purposes, an IDHA lease form must be filled out and filed with the IDHA Registrar.

RR 32.2. A breeding lease must specify the length of time the contract is binding, and notify the IDHA Registrar which person has the right to sign the breeding certificate in conjunction with Registration Rule (RR) 16 while the lease is in effect. A foal can be registered with the lessee listed as the breeder provided the lease is dated effective prior to the breeding date, the lease is filed with the Registrar and the lease filing fee has been paid.

RR 32.3. A showing lease shall enable the lessee to show the horse and accumulate ROM points in their name provided the lease is dated effective prior to the showing date, the lease is filed with the Registrar and the lease filing fee has been paid.

RR 33. Breed Standard

The Breed Standard shall only be changed after review by the Board of Directors and an affirmative vote of greater than 50% of the Membership voting.