

2010 SPHC STALLION SERVICE AUCTION RULES

- 1 All stallions must be registered or listed with the American Paint Horse Association. All stallions must be at least two (2) years old at time of the Breeding.
 - 2 Paint, Quarter, and Thoroughbred stallions are eligible. For futurity eligibility, resulting foals must be APHA registered.
 - 3 All resulting foals must be nominated in their weanling year, whether or not entered in the weanling halter futurity. Nomination will be recognized upon SPHC SSA's receipt of a copy of foal's APHA registration paper no later than December 31st of the weanling year.
 - 4 Resulting foals have "Birth Rights" to all SPHC-SSA futurities, i.e., weanling halter, yearling lounge line, two year old western pleasure and two year old hunter under saddle if offered when foal is of qualifying age, as long as foal was nominated in its weanling year. Stallion owners and purchasers may nominate one foal each in the weanling halter futurity and may nominate all other foals by stallion to the yearling and two year old futurities.
 - 5 Stallion owners shall guarantee a live foal. This only applies if the mare does not settle, aborts the foal, has a stillbirth, or if the foal is unable to stand and nurse and subsequently dies. The mare is to be re-bred the following season only. The resulting foal will not be eligible to show in it's weanling year, but shall have birth rights for yearling and 2 year old classes. Stallion owners are not required to guarantee color.
 - 6 Should the stallion be gelded, die or become unfit for breeding, an adjustment will be made at the discretion of the SPHC SSA committee. All SPHC SSA Committee decisions are final.
 - 7 A stallion's service must sell for a minimum of one-half the stallion's advertised fee or \$400.00, whichever is greater. Bids for stallions advertised at "Private Treaty" will start at a minimum bid of \$400.00.
 - 8 SPHC-SSA reserves the right to refuse a bid/bidder. The highest bidder will be the buyer. In case of a dispute, the sole authority to settle the bid and the dispute rests with the auctioneer and/or the SPHC SSA committee.
 - 9 Stallion owners may bid on their stallion.
 - 10 To identify the breeder of a foal, a copy of the mare's registration papers will be required on all mares bred by both the Stallion Owner and the Purchaser of the SSA Breeding, as well as a copy of an APHA lease if applicable - in order to ensure "Birth Right" for SSA eligible foals This applies to both SSA buyer and stallion owner. Stallion owner is required to provide a copy of the APHA Stallion Report no later than December 31, of each year.
 - 11 The Stallion Owner and Purchaser will each have one (1) foal eligible for the SSA weanling halter futurities. The winning bidder and the Stallion Owner must be listed as the breeder on their respective foal's registration papers. (Breeder: owner of mare at time of service). The Purchaser/mare owner must match the information listed on the SPHC-SSA contract. All foals registered by the Stallion Owner and the Purchaser of the SSA breeding are eligible for the SPHC SSA futurities for lounge line, western pleasure and hunter under saddle classes if offered corresponding to the purchased SSA.
 - 12 Monies from the sales of the 2011 SSA will be distributed as follows: 1) 20% of the funds for administration of the program 2) 60% to weanling futurities of 2013 (30% to the weanling filly halter futurity and 30% to the weanling colt halter futurity) 3) 10% to the 2014 lounge line futurity 4) 10% to the 2015 two (2) year old western pleasure futurity. The SPHC SSA Committee will determine if a two (2) year old hunter under saddle futurity will be held.
 - 13 Stallion Owners will be notified in writing when the SSA bid is paid in full, at which time the mare may be bred.
 - 14 Stallion service fee is non-refundable and non-transferable without the written approval of the SPHC SSA Committee. Fifty percent (50%) of the fee is due by the close of the auction, and the remaining balance shall be due no later than February 15th of breed year. If payment is not received by said date, all monies are forfeited, as well as futurity eligibility.
- Each non payment infractions shall be reviewed by the SPHC – SSA committee on an**

individual basis as to what penalties shall be administered and to length of penalty.

15 The stallion owner is responsible for all statements made in the catalog with regards to their stallion. SPHC SSA will not be responsible for any inaccuracies regarding the winnings, training, breeding, ability, futurity incentives and/or APHA Breeders Trust. Stallion owner's shall be responsible for any and all breeding fees refunded to mare Owners because of false advertisements and statements made regarding said Stallion

16 The SPHC SSA will not assume responsibility or liability for the conduct and/or performance of stallion, stallion owner, agents, breeding manager, purchaser, mare and/or mare owner.

17 Mare owners will be responsible for all board, veterinarian fees, transportation costs, chute fees, cooled shipped semen fees, and/or any other normal fees required by the Stallion Owner.

18 The Stallion Owner may require an additional ranch/breeding contract outside of the SPHC/SSA contract.

19 In the event of the sale or lease of the stallion, mare and/or foal, it is required that the SPHC SSA committee be notified in writing prior to the nomination (entry payment due August) if futurity eligibility has been transferred to the new owner with the sale. If notification is not made by August 1, the transfer will not be accepted.

20 Sale of stallion services that do not sell during the auction will be available at the Show with a \$100.00 penalty until last day of show at 1:00 pm. If the stallions service does not sell then, the stallions service will be placed on the SPHC website and be available to purchase until June 15, of breeding year with a \$100.00 penalty. **(Note)** Stallion owners do not have to pay any late penalty fees to purchase there stallion.

21 Any Stallions not selling in the current years sales, will not be invited back into the SPHC SSA program the following year. It is recommended that your stallion sells in order to keep all of that stallions get eligible. The resigning of a stallion will then have to be approved by the SSA committee.

22 The SPHC SSA reserves the right to adjust the format and make changes, as deemed to be in the best interest of the event, up until the time of the final entry. SPHC also reserves the right to cancel all or part of a complete show. However, should all, or part, of a show be cancelled, entry fees will be refunded.

23 Stallion Auction bids and fees are nonrefundable.

24 Futurity checks will be mailed within 30 days of the close of the show

25 All SPHC SSA committee decisions are considered final. All stallion owners, mare owners, purchasers, owners, trainers, agents, and participants agree to abide by decision of the SPHC SSA.

26. To encourage out of state stallion owners to nominate their stallions, all stallion owners may choose to sell their stallion owners breeding by their stallion to anyone of their choice for their stallions entry into that designated years weanling futurity. **The deadline date to do this is December 31, of the BREEDING year. There will be no exceptions to the deadline date.** A transfer form on the SPHC – SSA web page which is to be filled out and sent to SPHC – SSA Chairman.

27 Signing of the SPHC SSA contract is acceptance of the above rules.

PAYOUT FOR ALL SSA FUTURIES:

NUMBER OF HORSES	1ST	2ND	3RD	4TH	5TH	6TH
1	100%					
2	60%	40%				
3	50%	35%	15%			
4	45%	30%	15%	10%		
5	42%	27%	15%	10%	6%	
6	40%	25%	13%	9%	8%	5%
PAYOUT FOR STALLION OWNERS	1ST	2ND	3RD	4TH	5TH	6TH
1	100%					
2	60%	40%				
3	50%	35%	15%			
4	45%	30%	15%	10%		
5	42%	27%	15%	10%	6%	
6	40%	25%	13%	9%	8%	5%

THE SPHC SSA RESERVES THE RIGHT TO REFUSE, ACCEPT CONDITIONALLY, OR CANCEL ANY ENTRIES, ALSO TO DISQUALIFY EXHIBITORS, PROHIBIT EXHIBITION OF ENTRIES, AND CANCEL AWARDS WITHOUT CLAIM FOR DAMAGES.

APHA Rules Apply – contract SPHC-SSA Committee.

All SPHC-SSA Committee decisions are final.

All Stallion Owners/Purchasers - Mare Owners, owners, trainers, agents and participants agree to abide by the decision of SPHC Committee and/or SPHC Board of Directors.