# **East Coast Halter Futurity By-Laws**

**Section 1.** Corporation. The name of this organization shall be the East Coast Halter Futurity, referred to as ECHF hereafter.

**Section 1.** Mission. Its mission is for the purpose of similar interest in and competitive opportunities for enthusiasts in the halter horse industry.

**Section 1.** Breed Eligibility. Any horse registered with an equine stock breed association is eligible to exhibit in ECHF events. The Executive Committee

## Membership:

Section 1. Membership Yearly membership fees as follows: Open-\$40, Amateur-\$30, Youth-\$20

**Section 2.** Membership Terms, Obligations and Rights. Membership shall be open to any person of any state or country interested in promoting the Halter horse. The Board of Directors may deny membership to anyone deemed to be of not good character and reputation.

Any person having joined this association shall thereby become subject to the rules and bylaws then in force or later adopted by the association, and shall be subject to discipline, fines, suspension or expulsion from the organization as provided in these bylaws and rules. Any expelled member may be reinstated with the approval of the Board of Directors.

Members shall be entitled to vote, attend the annual meeting and special meetings as well as participate in any EHCF events, subject to payment of any associated fees. To exhibit in any ECHF event, the exhibitor must have an individual membership.

**Section 3.** Transferability. A joint, assumed or trade names, corporate, partnership (general or limited), syndicate or joint venture or decedent's estate, trust, guardianship or other custodial legal entity membership shall have the right of survivorship to spouses.

Section 4. Membership in Good Standing, Due Diligence and Disciplinary Action.

Members of the Association shall be admitted, denied, retained, disciplined, fined, suspended and expelled in accordance with such rules and regulations as the Board of Directors may, from time to time adopt.

When any member(s) of the association shall be accused of any acts or practices which may be deemed just cause for discipline, fine, suspension or expulsion from the association, said person(s) shall be entitled to a full, fair and impartial hearing before the Board Of Directors of the organization

where he or she shall be faced by his accuser or be permitted to examine all evidence offered in support of the charge by the accuser or others and where he shall be given full opportunity to refute such evidence, but upon being adjudged guilty of the practice as charged and worthy of discipline, fine, suspension or expulsion by affirmative vote of a majority of the Board Of Directors eligible to vote, she/he shall forthwith be so expelled.

Section 5. Failure to Pay. Any member or non-member may be suspended and denied privileges of the ECHF by the Board of Directors of the ECHF for failure to pay when due any obligation owing to the ECHF or to an approved event or for giving a worthless check for entry fees, stall fees, office charges, feed bills incurred at the ECHF approved event or any fees or charges including bank charges for returned check connected with the exhibition of ECHF entries; provided, however, that fifteen (15) days before action by written notice of account due and the intention to suspend or withholding privileges of the ECHF shall be mailed to such member or non-member. Upon suspension, the name of the member or non-member may be published in the ECHF newsletter or other such publication beginning with the next available issue from date of suspension. Any suspension and denial of privileges under this section shall terminate upon full payment of the obligation due the ECHF or ECHF approved event management. Event management must notify the ECHF office of any uncollectible accounts due within 30 days of the closing of the show.

**Section 6.** Right to Use Likeness. As reciprocal assistance to ECHF for privilege of membership, and participation in approved events, the ECHF may use any photograph or other form of likeness reproductions of a member, event participant, horse owner, or their horses including names of such, to promote ECHF's objectives and activities including, but not limited to, use by third parties with authorization from ECHF.

**Section 7.** Member Access to Information. Membership in the association does not entitle any member to examine, review or copy any information that the Board of Directors deem to be proprietary in nature.

**Section 8.** No refunds for any reason.

#### **Entry Fees: Death of Horse**

**Section 1.** If member's horse should die, with a veterinarian's written statement, ECHF will allow class entry fees to be used for the following calendar year only.

**Section 2.** There will only be a refund for the class entry fee if the horse dies and ECHF receives proof of death from a veterinarian's statement.

## **Exhibitor/Showing**

Section 1. Amateur exhibitor must be owner or relative of owner to show in an amateur class.

**Section 2.** NON-PRO STATEMENT OF ELIGIBILITY: Exhibitor has not shown, sold a horse for a third party, judged, trained or assisted in training a horse for remuneration, including commissions, nor received compensation for instructing another person in riding, driving, training, or showing a horse for five years previous to application for Amateur membership. Payment of entry fees and/or by anyone other than the Amateur, his/her immediate family, or a corporation, partnership or other business entity in which the Amateur and/or a member of his/her immediate family are the sole and only owner, shall be considered remuneration. An Amateur cannot be an approved horse show judge for any association or have judged an open, 4-H or breed show for the past 60 months. Violations will be grounds for forfeiture of all prizes, prize monies and of all fees paid and possible suspension from the ECHF.

**Section 3.** If a stallion is not nominated for the current year and a exhibitor bought the stallion service breeding from ECHF SSA the previous year, that resulting foal that was purchased breeding from ECHF will be eligible to show its weanling year.

## **Membership Application & Effective Date, and Dues**

**Section 1.** Effective Date. Memberships begin the day the membership is received in the ECHF office or at a ECHF event, unless clearly designated that the membership is for an upcoming year. Annual memberships are effective until the end of the calendar year for which the membership has been paid. Membership fees are set by the Board of Directors and Executive Committee. It is the responsibility of the members to read all rules and to understand when the membership becomes effective.

**Section 2.** Dues. Open \$40 a year. Amateur \$30 a year, Youth \$20 a year Annual Membership dues to be set and published as appropriate and are subject to change as determined by the Board of Directors.

**Section 3.** Additional Fees. The Board of Directors may set other fees associated with membership at their discretion.

Section 4. Personal Liability. No member shall be personally liable to any creditor of the

ECHF for any indebtedness or liability of the ECHF, and creditors shall look only to its assets for payment.

### Governance

**Section 1.** Governing Body. The business and property of the ECHF shall be managed and controlled by the Board Directors (founding members).

#### **Release and Hold Harmless**

ECHF will not be held responsible for any accidents or personal injury. Member agrees to release and hold harmless ECHF, ECHF Show Facility, Agent and their respective agents, employees, representatives, assigns, affiliated persons, and/or others acting on their behalf from liability for ordinary negligence relating to any and all injuries, damages, personal property damages or losses that Member may sustain arising out of being on the premises of the ECHF Show Facility.