



# APPALOOSA HORSE CLUB EST. 1938

*The International Breed Registry for Appaloosa Horses*

## ApHC Claiming Class Rules & Regulations

The ApHC has established two claiming classes to be held at the 63<sup>rd</sup> National Championship Appaloosa show in Jackson, MS ("show"). The Western Pleasure Claiming Class and the Hunter Under Saddle Claiming Class will be held Saturday, June 26 in the Kirk Fordice Equine Center arena. Horses entered in these classes are for sale and may be "claimed" by any eligible person who wishes to purchase the horse under the terms and conditions set forth below).

### Entry Procedures:

- Entries will be accepted until 5 p.m. on Tuesday, June 22. The entry fee for the class is \$110 due at the time the horse is entered.
- No entries will be accepted after 5 p.m. on Tuesday, June 22.
- All horses entered in the claiming classes must be eligible to show at the National Show per rules contained in the *2010 Official Handbook of the Appaloosa Horse Club* and per show regulations contained in the 63<sup>rd</sup> National Championship Appaloosa Show premium book.
- Exhibitors and owners of horses entered in claiming classes must be current members in good standing of the Appaloosa Horse Club. Membership may be purchased in the show office.
- Entries must be made in the name of the current recorded owner or owners ("consignors") as indicated by records in the ApHC office and on the Certificate of Registration presented at the time the horse is entered. The consignor must have absolute and complete ownership, including legal right and title to the consigned horse(s).
- Consignor(s) must submit a signed transfer form and the horse's original Certificate of Registration to the show office by 5 p.m. on Tuesday, June 22. Consignor(s) of horses for which this information is not submitted by the deadline will forfeit any entry fees paid and will be ineligible to compete in the class.
- Horses entered in claiming classes must complete the inspection process prior to the entry deadline of 5 p.m. on Tuesday, June 22. In order to complete the inspection process, the horse along with the horse's original Certificate of Registration and exhibitor's number for that horse must be presented to the Inspector during regular inspection hours. The inspector must stamp the exhibitor number before the horse will be eligible to compete in any ApHC class at the show, including any claiming classes.
- The consignor(s) must notify the ApHC in writing by 5:00 p.m. on Tuesday, June 22, if the horse is on medication or has been given any medication within the previous 30 days prior to the date of the claiming class(es).
  - Upon any horse testing positive for any forbidden substance at the show under ApHC rules, the horse shall forfeit any placing in the class, the consignor along with any other identified responsible parties shall be subject to ApHC disciplinary action regarding the positive drug test and upon the conclusion of any such disciplinary action finding that the horse competed in the claiming class(es) with a forbidden substance in its system, the

- ApHC will serve notice on the buyer and the buyer shall have the option, exercisable within thirty (30) days after service of such notice, to return the horse and transfer ownership of the horse to the consignor and be entitled to receive a full refund of claiming fees from the consignor. In cases where the buyer returns and transfers ownership of the horse to consignor, the consignor is also responsible for all costs associated with the return and transfer of ownership of the horse from the buyer.
- Unless all entry conditions are met by the deadline of 5:00 p.m. on June 22, the horse will not be listed as entered in the claiming class and claim forms will not be accepted for the horse.
- Consignor may elect to retain ownership rights to the horse through the last class in which the horse is entered at the show if by 5:00 p.m. on June 22, the horse is entered in classes that occur after the date of the claiming class(es), provided, however, this election MUST be disclosed by consignor in writing on the entry form when the initial entry into the claiming class is submitted, otherwise ownership rights will transfer at the conclusion of the claiming class(es).
  - In cases where such election to retain ownership is made, the buyer does not take custody of the horse nor assume care of the horse until the end of the last class in which the horse is entered at the show as previously disclosed by consignor.

**Eligibility:**

- Any horse exhibited in a claiming class at the show must be registered with the ApHC with Regular (#) or CPO (CN) registration classification or have been issued a Performance Permit prior to the show.
- Two-year-old horses may be entered and shown in claiming classes in equipment acceptable for use in two-year-old snaffle bit or bosal classes and, notwithstanding ApHC rules to the contrary, retain eligibility for restricted two-year-old classes.
- Horses entered in a claiming class may be cross-entered into other classes at the show. One exhibitor number will be issued to the horse regardless of the number of classes entered and must be properly displayed before entry into the arena for competition in any class will be allowed.

**Awards:**

- Any class awards earned by the horse will be presented to the consignor (as owner of the horse at the time the horse was entered in the class). Payouts, if sponsored, will be paid to the consignor (as owner of the horse at the time the horse was entered in the class), provided, however, awards will be issued conditionally pending drug testing results. If a horse tests positive for any forbidden substance, all awards for that horse must be returned by consignor to the ApHC to be held in escrow by the ApHC until notification of the Disciplinary Committee's decision relative to the positive test. Any payouts will be held in escrow by the ApHC until either it is determined that the horse did not test positive for a forbidden substance or, if the horse tests positive, until notification of the Disciplinary Committee's decision.
- If the Disciplinary Committee decides that a horse tested positive for a forbidden substance, all awards and payouts will be forfeited in addition to any other penalties imposed under ApHC rules.

### **Claiming Procedures:**

- The entry deadline for the claiming class(es) is Tuesday, June 22 at 5 p.m. Information on all horses entered will be compiled and a list will be made available to potential buyers by 7 a.m. on Wednesday, June 23.
  - As horses are claimed, this information will be updated in the show office so that buyers have the opportunity to consider other horses in the class if the initial horse in which they are interested has already been claimed.
- Claim forms will be available in the show office.
- Buyer(s) must be current ApHC member(s) in good standing in order to be eligible to file a claim and purchase a horse that is entered in claiming classes. Youth members are eligible to submit claim forms if they are current Appaloosa Youth Association members. Membership can be purchased at the time the claim form is submitted.
- Claim forms and proper payment may be submitted to the show office beginning at 7 a.m. on Wednesday, June 23. Potential buyers will have the opportunity to submit claim forms and proper payment through the end of the claiming class and prior to the announcement of placings at the end of each class.
  - After all horses have been lined up in the center of the arena at the conclusion of rail work and have backed, buyers will have approximately 5 minutes to complete claim forms and submit payment to the show office while judges are marking their cards. Any forms not properly submitted with payment before announcement of placings commences will not be accepted.
- Claim forms will not be accepted without proper payment. The claiming fee is \$7500. Of that fee, ApHC will retain \$500 and the remaining \$7000 will be paid to the consignor.
- Payment in full must be submitted with claim form. Buyer(s) can pay by credit card (a 3% convenience fee will be assessed in addition to the claiming fee) or by personal check or by money order or certified funds. ApHC reserves the right to assess a \$100 returned check fee for any NSF check it receives.
- The first eligible person to complete a claim form and submit proper payment in collectible funds for a particular horse is considered the buyer and will become the owner of the horse, take possession of the horse and assume all responsibility for the care and custody of the horse at the conclusion of the claiming class(es) or if a proper disclosure was made as set forth above, through the last class in which the horse is entered at the show. Buyers are advised to inspect a horse's entry form for the claiming class(es) to verify whether any such disclosure has been made for the horse relating to consignor's retention of ownership rights through the last class in which the horse was entered at the show.
- Claim forms become null and void and no sale or purchase of a horse occurs if the horse is not shown or if the claiming class in which the horse is entered is not held.
- A claim form may not be withdrawn and claiming fees will not be returned once a claim form is filed with and the claiming fee is paid to the show office, except if the horse is disqualified during a claiming class for lameness, and, in that event, notwithstanding the provisions herein regarding transfer of ownership, buyer shall have until 9 a.m. on Sunday, June 27 to notify the

show office in writing of the withdrawal of their claim. If buyer does not withdraw claim by that time, the sale of the horse will be considered final and ownership rights to the horse will transfer to the buyer and buyer will become the owner of the horse, take possession of the horse and assume all responsibility for the care and custody of the horse and all further disputes in regard to the transaction will be between the consignor and the buyer.

- Any veterinarian examinations should be arranged between the potential buyer and consignor or consignor's agent. Disputes regarding soundness or condition of the horse are solely between the consignor(s) and buyer(s). ApHC does not warrant or take responsibility for the condition or soundness of any horse entered in the claiming class(es). It is incumbent upon the buyer to ascertain all pertinent information about the horse prior to filing a claim form to purchase the horse.
- ApHC may and is hereby authorized to reject any claim made by a buyer who, in the sole judgment and discretion of the ApHC, does not qualify to purchase the horse and to complete the transaction for any of the following reasons; 1) lack of financial responsibility including default in payment on a former purchase; 2) falsifying information to the ApHC or consignor in any way relating to a purchase, including any former purchase; 3) intoxication, unruliness, or other conduct which interferes with the progress of the sale and/or classes; 4) lack of contractual capacity; 5) repudiation or refusal to comply with purchase requirements; 6) documented conviction of animal cruelty or neglect; or 7) other unacceptable conduct which causes ApHC to conclude that the buyer is not reliable and responsible.
- Transfers will not be processed for a minimum of 25 days following the date of the claiming class in order to enable the clearing and collection of funds, completion of accounts and administration of transactions. There is no additional fee to process the transfer.
- ApHC will withhold settlement and distribution of payment to the consignor until the buyer(s) funds are collected in full and until all drug testing results from the show have been received and any disciplinary proceedings have been completed that do not result in a determination that the horse tested positive for a forbidden substance.
  - In the event of any dispute between consignor(s) and buyer(s) of which ApHC has received written notice, ApHC will withhold settlement and distribution of proceeds until the dispute is legally resolved by and between consignor(s) and buyer(s).
- In the event the buyer's payment of the claiming fee is not collected in full by the ApHC, after demand for payment, (i) ApHC reserves the right to file criminal charges in regard to any NSF check with the proper authorities and shall have all rights and remedies available in law and in equity to seek compensation from buyer including, but not limited to, all monetary damages suffered and/or incurred by ApHC and all attorney fees and costs of suit or legal action incurred by ApHC resulting from and related to this transaction and (ii) consignor shall have all rights and remedies available under law and in equity to recover possession of the claimed horse from buyer and/or to seek compensation from buyer for all monetary damages suffered or incurred by consignor and all attorney fees and costs of suit or legal action incurred by consignor resulting from and relating to this transaction and the exercise of consignor's rights and remedies,

### **General Conditions:**

- ApHC does not act as agent for or represent either the consignor(s) or buyer(s) but merely facilitates a transaction that brings potential buyer(s) and consignor(s) of a horse together.
- If the horse is properly entered and eligible to show (all procedures have been followed and all paperwork has been properly signed and submitted with proper payment to the show office), the horse cannot be withdrawn from the claiming class except if a horse becomes sick or injured after being entered but prior to competing in the claiming class, the consignor or exhibitor of the horse submits a veterinarian's certificate from the official show veterinarian ONLY stating the sick or injured condition of the horse and the reason for withdrawal from the competition and the horse's registration number and name, and this certificate is received in the show office by 6 p.m. on Saturday, June 26. In cases in which a veterinarian's certificate is properly submitted, consignor forfeits the entry fee for the official show for the claiming class without additional penalties.
- If a horse is entered in a claiming class and not shown in that claiming class for any reason, with the exception of sickness or injury documented in a veterinarian's certificate properly completed and submitted as provided above, including, but not limited to, horses that are disqualified prior to the class for illegal equipment or attire or horses that are not in the arena by the time the gate is closed and judging has begun,, the consignor forfeits the entry fee for the claiming class and must pay a penalty of \$500 to the ApHC and only upon such payment will the ApHC return the original Certificate of Registration and signed transfer to consignor.
- Consignors of horses not claimed during the claiming classes may retrieve their original Certificates of Registration and signed transfer forms from the ApHC show office after 12 p.m. the day following the claiming classes.
- Special practice time will be set aside for horses entered in claiming classes. The horse's exhibitor number must be displayed during these warm-up times so that potential buyers can identify horses and to receive entry into the arena for the warm-up times.
- Decisions of the judges in regard to the claiming classes will be final and entries will be accepted only on this condition.
- Any dispute as to the operation of classes, matters of protocol, procedures in drug testing, show management issues and all other issues will be decided by the Show Manager. The Show Manager's decision shall be final and considered accepted by all exhibitors, consignors and buyers.
- There must be at least 6 entries in order for the class to be held. Claiming classes will not be held in cases where there are 5 or fewer entries in the class. However, the ApHC reserves the right to cancel the claiming class(es) without notice and without liability any time prior to the conduct of the class(es). Entry fees and claiming fees for a claiming class will be refunded in the event of cancellation of a claiming class, provided, however, the buyer at buyer's sole discretion has the option to purchase any horse(s) claimed prior to cancellation of the class by giving written notice to the ApHC of exercise of the option to purchase within twenty-four (24) hours of the time of cancellation of the classes by the ApHC.

**Class and Judging Procedures:**

- Each class will be judged by three ApHC-carded judges. All scores will be added together to determine final placings.
- Owners of each horse entered into each claiming class and buyers who file a properly completed claim form and submit proper payment by 5 p.m. on Friday, June 25 will be eligible to vote for their top three choices for judges for each claiming class selected from those judges on site and contracted to judge the 63<sup>rd</sup> National Show. All votes must be cast by 5 p.m. on Saturday, June 26. Each vote will be entered into the draw. The names of the judges for the class will be drawn from those votes cast at the beginning of each class.
- At minimum, the name of the horse, exhibitor, consignor and buyer will be announced at the commencement of each claiming class.
- Placings under each individual judge will be available at the information booth following each class. Overall placings for the class will be presented at the conclusion of each class.

**Disclaimer:**

- The consigned horse is offered for sale according to the laws of the State of Idaho, the ApHC's principal place of business.
- The consignor and buyer agree to abide by these ApHC Claiming Class Rules and Regulations all rules and regulations contained in the *Official Handbook of the ApHC*, those contained in the premium book for the 63<sup>rd</sup> National Championship Show and as detailed in the rules and regulations for the claiming classes.
- The consignor and buyer each does hereby agree and release the ApHC and it's agents, employees, directors, volunteers, independent contractors, sponsors and representatives thereof, from any and all responsibilities, liabilities, obligations, claims, lawsuits, or legal proceedings arising from the transaction, event and/or occurrence that involves or relates to sale or potential of the horse entered (consigned) and/or claimed (purchased) in the claiming class at the show and does hereby agree to hold the above named parties harmless from any resulting claims, actions, liabilities or judgments.