

## For National Association Affiliate

Year _	(\$200 per year)	N	ew Renewal	
Affilia	te Name			
Addre	PSS	Website		
	nate the town, state or province and country that will be se note direct billing address is a required field.	considered the home address of th	is affiliate.	
NRHĀ	y law, Article IX, Section 3, An affiliate in good standing has Reiner magazine. Please indicate your one representative minating all information forwarded by NRHA to all affiliate	below. This person will also be resp		n the
Affili	ate Contact (Please Check ONLY One)			
_	President	NRHA#		
	Address	Email		
	City, State, Zip	Phone	Fax	
_	Vice President	NRHA#		
_	Address			
	City, State, Zip		Fax	
_	Treasurer	NRHA#		
_	Address			
	City, State, Zip		Fax	
_	Secretary	NRHA#		
_	Address			
	City, State, Zip		Fax	
<u> </u>	Youth Contact	NRHA#		
_	Address			
	City, State, Zip		Fax	
*REC	UIRED			
` `	*Direct Billing Contact			
_	Address			
	City, State, Zip		Fax	
٥	Standings Contact	NRHA#		
	Address			
	City, State, Zip		Fax	
	ENT TYPE (Circle one)			
CHECK Card #	MONEY ORDER VISA MASTERCARD AMERICAN EXPRESS DISCOVER	Exp. Date	CSV Code	
//	older Name Cardholder	·		



### For National Association Affiliate

THIS AFFILIATION AGREEMENT ("Agreement") is entered into by and between	
("Affiliate") and the National Reining Horse Association ("NRHA").	

#### **RECITALS**

WHEREAS, Affiliate desires to become an NRHA Affiliate Association and receive the benefits and privileges associated with such designation.

WHEREAS, NRHA desires to designate Affiliate as an NRHA Affiliate Association subject to the terms and conditions of this Agreement.

**FOR AND IN CONSIDERATION** of the mutual covenants contained in this Agreement, Affiliate and NRHA agree as follows:

- 1. NRHA does hereby designate Affiliate as an NRHA Affiliate Association thereby making Affiliate eligible to receive such benefits and assistance from NRHA as NRHA may determine.
- 2. Affiliate agrees that it will abide by (a) the terms and conditions of this Agreement; (b) the provisions of the Official *NRHA Handbook* as it may be amended from time to time; (c) the policies and procedures of NRHA as they may be amended from time to time, and (d) the conditions of NRHA programs as they may be amended from time to time.
- 3. The Affiliate shall, in no manner, have authority, express or implied, to act for or bind NRHA in any manner.
- 4. NRHA does not assume responsibility for the acts or omissions of the Affiliate, its officers, directors, employees, or any other of its representatives. NRHA affiliation exists on a voluntary basis, according to pre-requisites and guidelines set forth by NRHA, designed to promote the Reining Horse and protect its welfare, while creating a program of dissemination of information and allocation of benefits and assistance to members at the affiliate level.
- 5. If, in the NRHA's sole opinion, the Affiliate does not support, serve or represent the reining interests within Affiliate's region/country, NRHA reserves the right to revoke the Affiliate's NRHA affiliation and designate one or more other affiliate(s) in the state/province/country to represent the interests not served or represented by the Affiliate.
- **6.** Affiliate understands and agrees that the general affiliation prerequisites for obtaining and maintaining this affiliation are as follows:
  - **a.** Affiliate's general purpose shall be the promotion and welfare of the Reining Horse.
  - **b.** Affiliate must be a democratic membership organization where each member of the affiliate in good standing has equal rights, privileges, and the right to vote on Affiliate matters. Voting for NRHA officers, Directors at large, Regional Directors, NAA Directors, or NRHA Bylaws require a current NRHA membership in good standing.
  - c. The Affiliate must conduct at least one (1) annual membership meeting, with adequate advance notice as to the time and location, where membership matters may be discussed and voted upon.
  - **d.** The Affiliate must have a governing body, board of directors, or executive committee, which is elected by its general membership. Affiliate Officers must be NRHA members in good standing.
  - e. Although NRHA membership is not a prerequisite, each NRHA member or person eligible for NRHA membership shall have access to and may become a member of the Affiliate. The Affiliate's membership must be available to all eligible adults, and if the Affiliate has a youth division, available to all youth who are either National Reining Horse Youth Association members or eligible for National Reining Horse Youth Association membership.
  - f. If NRHA suspends an NRHA member's participation privileges, the

- Affiliate shall likewise suspend such person's participation privileges regarding Affiliate's events. Unless waived by NRHA, persons suspended or disciplined by NRHA are ineligible to participate as officers or directors of the Affiliate.
- g. The Affiliate shall exercise reasonable efforts to communicate and develop working relationships with the NRHA Directors representing the region/country to fully convey the interests of the Affiliate to NRHA and disseminate NRHA's interests within the affiliate/region/country.
- 7. Affiliate understands and agrees to adhere to the following requirements concerning submission of affiliate compliance items/documents:
  - a. Annually, upon renewal, Affiliate shall provide a copy of their bylaws in compliance with NRHA policy. NRHA Affiliates, Section 6, and in the case of corporations, certification of good standing with the state/province/country's corporate regulatory agency if applicable, shall be on file with NRHA.
  - b. Annually, the Affiliate shall pay an affiliate membership fee determined by the NRHA Board of Directors and submit a completed Affiliate Application providing a listing of all officers and a designated contact person for communication with NRHA. The listing shall include names, telephone, and email addresses. The Affiliate shall provide an updated list to NRHA within thirty (30) days of any changes.
  - c. Within thirty (30) days after the first show Affiliate hosts during the calendar year, Affiliate shall submit a complete list of affiliate's members to NRHA. The Affiliate shall provide an updated membership list to NRHA monthly in the format specified by NRHA, during the National Championships qualification period, if new or changed information is received. A final membership list shall be submitted as specified by NRHA no less than thirty (30) days prior to their Regional or National Affiliate Championships, whichever comes first, for Affiliate qualifiers to be recognized.
  - **d.** Affiliate shall submit to NRHA, within 30 days, any Affiliate documentation/information NRHA may request for just cause.
- 8. Affiliate warrants and agrees that it will (a) conduct its business affairs with integrity, sincerity, accuracy, and in compliance with NRHA bylaws, rules, regulations, policies and procedures, in an open and forthright manner; (b) handle its business and operations in a manner which promotes the image of the Reining Horse industry; and (c) instill confidence among its members and the public in the Reining Horse industry, avoiding any action conducive to discrediting the Affiliate and NRHA or membership in the Affiliate and NRHA.
- 9. NRHA hereby grants to Affiliate a non-exclusive, nontransferable, non-assignable and indivisible right and license to use the NRHA Marks, as set forth in Exhibit A solely in conjunction with Affiliate activities/pursuits related to the promotion/advertising/marketing of the Reining Horse. The NRHA Marks and the identification numbers are set forth in Exhibit A. All marks reproduced by Affiliate must be in original form as

provided to Affiliate by NRHA Marketing Department. Affiliate agrees that all its uses of the NRHA Marks shall be subject to prior approval of NRHA. Affiliate acknowledges the goodwill which NRHA has developed in connection with the NRHA Marks. Accordingly, Affiliate agrees that it will not knowingly and intentionally take any actions which could adversely affect such goodwill as developed by NRHA. All rights to the NRHA Marks, other than those rights licensed under this Agreement, are reserved by NRHA for its own exclusive use and benefit, and NRHA may, at any time and at its sole discretion, terminate the license made subject of this section. Affiliate understands and agrees that upon the expiration or the earlier termination of this Agreement for any reason, all of such rights and interests licensed herein in the NRHA Marks shall cease, and all such rights and interests shall revert to NRHA. Affiliate acquires no ownership interest in any federal copyright protection of NRHA's name, logos or any of NRHA's trademarks or service marks presently in use, or later acquired. **10.** All NRHA members may participate in the nomination and election of Regional or NAA Directors in their respective region or country administered under those guidelines approved by the NRHA Board of Directors. 11. Except to the extent due to the sole negligence of NRHA, Affiliate agrees to indemnify and hold harmless NRHA, its officers, directors, employees, and other representatives, from all third party claims, demands, causes of action, suits, judgments, liabilities, costs and expenses of any nature, whenever or however arising out of any negligent act or omission of Affiliate with regard to Affiliate conducting its services, events or programs.

- 12. Affiliation with NRHA is a privilege, not a vested right, granted or rejected at NRHA's discretion on an annual basis according to its procedures and requirements. NRHA, at its sole discretion, may terminate this Agreement with or without cause by providing Affiliate thirty (30) days prior written notice.
- 13. Should any ambiguity be discovered between the terms of this Agreement and/or its addenda, if any, and the NRHA Bylaws, Rules and Regulations, the NRHA Bylaws, Rules and Regulations shall prevail. This Agreement shall be construed under the laws of the State of Oklahoma. The Parties agree to the exclusive jurisdiction and venue of the courts located in Oklahoma County, Oklahoma.
- 14. This Agreement shall constitute the entire agreement between the parties and supersedes all negotiations, representations, warranties, commitments, offers, contracts and writings executed prior to the date hereof. To the extent a previous Affiliate Agreement existed between the Parties, such agreement is hereby terminated and replaced with this Agreement. This Agreement may only be altered, amended, or modified by a writing signed by the persons authorized to sign agreements on behalf of NRHA and Affiliate.

EXECUTED this day	of	, 20	
NATIONAL REINING HORSE ASSO	CIATION		
By: Chief Financial Officer			
•	iliate, acting by and through its President, ns and conditions of this Affiliation Agreen		porate officer, does hereby agree
EXECUTED this day	of	, 20	
Affiliate Name			
By: Affiliate President Signature			
Affiliate President Printed Name	2		

to abide by

## **EXHIBIT A**

# **NRHA Logo Usage Guidelines for Affiliates**

**RELATIONSHIP LOGOS:** The official NRHA logo is an important part of the brand. It represents NRHA's identity and is a valuable piece of intellectual property.

Therefore, NRHA is very careful with its use. NRHA has created special logos just for our affiliates. Logos and colors should not be altered.

1. The NRHA Affiliate logo is for use by NRHA Affiliates with their self-promotion. A logo usage agreement is not required.



**2.** Any NRHA-approved event or show. A logo usage agreement is not required.







### **For National Association Affiliate**

# January 31

Affiliate Name		Location		
Contact Person		Phone	Email	
Address				
Current number of NRHA Mem	nbers		(Attach list with NRHA membership numbers)	
NRHA Approved Shows (c	urrent year)			
Dates	Show Name/Location			
Tentative Shows (next yea	ar)			
Dates	Show Name/Location			

**Summary of current year activities.** Please attach separate report. Please explain in your summary what your affiliate does as a National Association Affiliate to support both the members and Regional Affiliates within your country.

**Next year's plans.** Please attach separate report. Please explain in your summary what your affiliate plans to do as a National Association Affiliate to support both the members and Regional Affiliates within your country.



# FILIATE FOR National Association Affiliate

# January 31

Choose One:		
New Applicatio	on	
		(Affiliate) referred to as Affiliate, representing that they meet the on Affiliate (NAA) designation from NRHA and are ready, willing and able to perform those ein.
		prerequisites for obtaining NAA designation have been met and understands that, to be requisites must be maintained from year to year.
a. Affiliate is in good	standing with NRHA and has	met all conditions of the Affiliate Agreement.
b. Affiliate must be in	n compliance with all NRHA E	ylaws and Rules.
c. Affiliate has subm	itted a complete Affiliate and	NAA Application and membership fee.
	it a written annual report of i neeting of each calendar year.	s past and current year activities and future plans to the NRHA Board at the first NRHA
Directors and may be r responsibilities to the s	evoked by the NRHA Board of satisfaction of the NRHA Boar	National Association Affiliate is a privilege, not a right, bestowed by the NRHA Board of Directors at their discretion. Affiliate agrees to perform the following functions and dof Directors. These responsibilities and functions may be further detailed or expanded in sor, at the discretion of the NRHA Board of Directors, by amendment to this addendum.
a. Affiliate shall revie	ew all Non Pro declarations fr	om its country and make a recommendation to NRHA.
<b>b.</b> Affiliate shall be rewho are not membe		of NRHA related activities to all NRHA members within the NAA country, including those
NRHA Bylaws. Affilia Directors, and shall a	te shall administer the nomir	ith the ability to have representation on the NRHA Board of Directors as described in the ation and election process of the NAA Director(s) from that country to the NRHA Board of A members in good standing residing in the country. This process must be documented and RHA Board of Directors.
		nd its membership includes 100 NRHA members, Affiliate will be eligible to apply for Application must be made by January 31.
EXECUTED this	day of	, 20
LALCOTED UII3	duy or	
NATIONAL REINING HO	DRSE ASSOCIATION	
By:		
Chief Financial Executiv		
AFFILIATE		
	f. the Affiliate, acting by and th	rough its President, a duly authorized corporate officer, does hereby agree to abide by and be
	ms and conditions of this Affili	
EXECUTED this	day of	, 20
Affiliate Name		
By:		
Affiliate President Signa	ture	Affiliate President Printed Name

Complete first page of application
Be sure to include all officer information, affiliate website, and have one contact person selected
Complete Agreement of Affiliation
Complete NAA Application
Complete NAA Addendum
List of this year's shows: showing the shows names, dates and locations
List of shows to be held next year: Showing the shows names, dates and locations
Attach summary of current year activities. Please explain in your summary what your affiliate does as a National Association Affiliate to support both the members and Regional Affiliates within your country.
Attach summary of next year's plans. Please explain in your summary what your affiliate plans to do as a National Association Affiliate to support both the members and Regional Affiliates within your country.
Attached membership list of members who are also NRHA members in good standing
Attach a copy of Affiliate's current bylaws
Attach report of financial information and distribution of funds
\$100 (USD) annual dues
\$100 (USD) NAA dues