



2024 NRCHA COW HORSE INCENTIVE FIVE-YEAR STALLION SUBSCRIPTION TERMS & CONDITIONS

1. Overview

- a. The 2024 NRCHA Cow Horse Incentive Program ("Incentive Program") is a program of the National Reined Cow Horse Association ("NRCHA"). The Incentive Program is designed to grow the reined cow horse industry by incentivizing breeders, performance horse owners, and stallion owners through larger payouts and increased recognition at NRCHA Incentive Event(s). The Incentive Program will allow stallion owners and breeders to remain connected to their horses' offspring throughout their careers in the show pen.

2. Eligibility

- a. Subject to the terms of this Agreement, any stallion of any breed may be subscribed to the Incentive Program (a "Subscribed Stallion").
- b. The person/entity who subscribes a stallion (the "Stallion Subscriber") must be a member in good standing with the NRCHA for the current subscription year and must be the owner or owner's agent for the Subscribed Stallion.
- c. The Subscribed Stallion's registration papers and breeding contract must be submitted to NRCHA before a stallion can be subscribed to the Incentive Program.
- d. In the event ownership of a Subscribed Stallion changes, any currently nominated foal crops will remain eligible. Incentive earnings will be paid to the Stallion Subscriber on record for the associated payout year at the start of the Incentive Event.

3. Participation Fees and Deadlines

- a. The five-year Stallion Subscription Fee is five times (5X) the published stud fee with a \$7,500 minimum. This does not include additional fees such as chute or shipping fees. The fee will be based on the published stud fee only. If a stallion's stud fee is not published, the NRCHA will designate, in its sole discretion, the stud fee attributable to the stallion for purposes of determining the applicable Stallion Subscription fee.
- b. The Stallion Subscription fee for a five-year Stallion Subscription may be paid in full upon execution of this Agreement or a payment plan option is available. A 3% discount will be given after all credits are applied to subscription for payments made in full upon execution of this Agreement. For installment payments, the initial payment will be two times (2X) the published annual stud fee (minimum of \$3,000) up front with the balance divided equally over the remaining four years of the agreement and paid annually before the published deadlines.
- c. All Stallion Subscription fees shall be made payable to the NRCHA in US funds. There shall be no refund of any paid fees for any reason.
- d. Stallions in the NRCHA's former stallion subscription program will receive a credit to apply towards this Incentive Program for each subscribed year between 2020 and 2025. This credit is for the yearly subscription fee only. Late fees or other penalties paid do not qualify for any credit or reimbursement. The credit will be incrementally applied to the new Incentive annually at the rate paid up to \$1,000 per year the stallion was subscribed.
- e. Offspring of Subscribed Stallions will be eligible for priority consignment at the 2024 Western Bloodstock NRCHA Snaffle Bit Futurity® Sales if the stallion is subscribed before August 1, 2024. Offspring of Subscribed Stallions will be eligible for priority consignment at the 2025, 2026, 2027, and

2028 Western Bloodstock NRCHA Snaffle Bit Futurity Sales if the stallion is subscribed before the published deadlines.

- f. A stallion must be subscribed to the Incentive Program prior to November 15, 2024, for offspring to be nominated in 2024 and to be eligible for the Subscribed Stallion portion of the Incentive Program purse money at the 2025 NRCHA Stallion Stakes. Subsequently, a stallion must be subscribed to the Incentive Program by published deadlines for offspring to be nominated in 2025, 2026, 2027, and 2028 and to be eligible for the Subscribed Stallion portion of the Incentive Program purse money at the 2026, 2027, 2028, and 2029 Incentive Program Events.
- g. A missed Stallion Subscription payment will result in immediate termination of the stallion from participation in the Incentive Program, with reinstatement at the discretion of the NRCHA Board, but at a minimum, reinstatement in the Incentive Program shall require retroactive payment for any missed subscription years and a 25% penalty applied to the remaining balance due.

4. Funding and Payouts

- a. Stallion Subscription Fees (less an Administration Fee) will be dispersed at the NRCHA Stallion Stakes (the "Event") as follows: 80% to the Event Purse and 20% to the Subscribed Stallion portion of the Incentive Program purse.
- b. The Event Purse will be divided between the Open and Non Pro divisions of the Event in accordance with the total Event entry income and NRCHA Board policy. The NRCHA shall have the right to supplement the added-money purse for the Event but shall be under no obligation to do so.

5. Terms & Conditions

- a. Each Stallion Subscriber agrees to (i) uphold the integrity of the NRCHA and support this Incentive Program in a positive manner, and (ii) abide by these Incentive Program rules as well as the Code of Conduct listed on the NRCHA Website and/or within the rulebook. Any Stallion Subscriber who violates this Agreement may be subject to sanctions in the form of probation, fines, and/or expulsion as determined in the sole discretion of NRCHA. A Stallion Subscriber who violates this Agreement will forfeit all monies paid to NRCHA, as well as any future Stallion Subscriber earnings, and may be banned from competing at future NRCHA events.
- b. Additional Terms & Conditions of the Incentive Program may be determined by the NRCHA Board and posted on the NRCHA website.
- c. By participating in the Incentive Program, Stallion Subscribers acknowledge and agree to be bound by the Terms and Conditions in this Agreement and any additional Terms and Conditions posted on the NRCHA website.
- d. To the fullest extent possible, each Stallion Subscriber agrees to grant NRCHA the licensing rights to provided marketing assets (i.e., logo, images, videos, etc.) pertaining to the Subscribed Stallion. These assets may be used by the NRCHA in promotional materials for either the Subscribed Stallion or the Incentive Program.
- e. NRCHA grants each Stallion Subscriber a non-exclusive, nontransferable, non-assignable and indivisible right and license to use the Incentive Program logos during the term of this Agreement.

6. Program Administration

- a. The Incentive Program shall be administered by the NRCHA Staff and Board of Directors ("Board").
- b. All decisions made by the NRCHA Board regarding the Incentive Program are final and binding.
- c. NRCHA reserves the right to cancel, postpone, or change the Terms & Conditions of all or any part of the Incentive Program without notice or liability.

7. Governing Law

- a. This Agreement shall be interpreted under the laws of Texas. State and federal courts having jurisdiction in Denton County, Texas shall have exclusive jurisdiction over any action to enforce the terms of or related to this agreement.
- b. The NRCHA will not be responsible for any legal fees incurred by a Stallion Subscriber or other participant of the Incentive Program. If any provision of this Agreement shall be deemed invalid, illegal, or unenforceable by a court of law, that provision shall be severed from this Agreement and all other provisions of this Agreement shall survive and still apply.