

Cardholder Name (Please print)

# **National Association** AFFILIATE Affiliate Application

| Year              | (\$200 per year)              | New                         | Renewal (Due January 31st)  |  |  |
|-------------------|-------------------------------|-----------------------------|---|--|--|
| Affiliate Na      | me                            |                             |   |  |  |
| Address           |                               |                             |   |  |  |
| Website           |                               |                             |   |  |  |
|                   | l publish this person's conta | •                           | e as the Affiliate Contact. The NRHA vill be responsible for sharing ate's members. |  |  |
| Affiliat          |                               |                             | n is required; one member may fill  |  |  |
|                   |                               | ns. All must be current NRI | · · · · · · · · · · · · · · · · · · ·   |  |  |
| Affiliate Contact |                               | NRHA :                      | NRHA #  |  |  |
| \ddress           |                               |                             |   |  |  |
| City, State, Zip  |                               | Phone_                      |   |  |  |
| 3illina Cor       | ntact                         | NRHA:                       | #   |  |  |
| _                 |                               |                             |   |  |  |
| City, State, Zip  |                               |                             |   |  |  |
| President         |                               | NDHA :                      | #   |  |  |
|                   |                               |                             | <del>"</del>  |  |  |
|                   | Zip                           |                             |   |  |  |
| /ice Dresi        | dent                          |                             | #   |  |  |
|                   |                               |                             | "   |  |  |
|                   | Zip                           |                             |   |  |  |
| Secretary         |                               | NRHA:                       | #   |  |  |
|                   |                               |                             |   |  |  |
| City, State,      | Zip                           | Phone_                      |   |  |  |
| reasurer          |                               | NRHA:                       | #   |  |  |
|                   |                               |                             |   |  |  |
|                   | Zip                           |                             |   |  |  |
| outh Con          | tact                          | NRHA :                      | #   |  |  |
| Address           |                               |                             |   |  |  |
| City, State, Zip  |                               |                             |   |  |  |
| PAYMEN            | IT:                           |                             |   |  |  |
| Card #            |                               | Expiration Date (M          | M//YY)  |  |  |

**Cardholder Signature** 

**Date** 

## **Planned Events/Activities**

| Affilia | te Name  |  |                        |  |  |  |
|---------|--|--|------------------------|--|--|--|
| Annu    | al membership mee  | eting date and location:   |                        |  |  |  |
|         |  |  |                        |  |  |  |
|         | •  | mit the following requirements specified in the Polic<br>Il each requirement on the line provided: | cy <u>#17-02-40:</u>   |  |  |  |
|         | Only one affiliate per country will be recognized as a "National Association Affiliate" (NAA).   |  |                        |  |  |  |
|         | Submit a membership roster (at least <b>100 NRHA Members in good standing</b> are required) using the template provided at <a href="https://nrha.com/affiliate-program/">https://nrha.com/affiliate-program/</a> *Electronic submission is required for membership rosters. Initial: |  |                        |  |  |  |
|         | Attach the most re   | cent version of the Affiliate Bylaws.  | Initial:               |  |  |  |
|         | Attach a summary of the current year's activities and next year's plans for what your affiliate does as a national association affiliate to support both the members and regional affiliates within your country.  Initial:  |  |                        |  |  |  |
|         | Use the provided space below <u>or</u> attach a list of all reining events the affiliate is planning, including dates and locations. <b>At least four (4) NRHA-approved events and/or two Top Ten events with \$5,000 or more added must be held within each respective country</b>  |  |                        |  |  |  |
|         |  | NRHA Show Approval must be submitted separately meframe indicated in the <i>NRHA Handbook</i> .    | within the<br>Initial: |  |  |  |
|         | Dates  | Event Name & Location  |                        |  |  |  |
|         |  |  |                        |  |  |  |
|         |  |  |                        |  |  |  |
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|         |  |  |                        |  |  |  |

### **Agreement of Affiliation**

| 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 affiliate 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 area 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, or NRHA Bylaws requires 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. 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 conductive 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 outlined 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 outlined in Exhibit A. All marks reproduced by Affiliate must be in original form as provided to Affiliate by the 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 had developed in connection with the NRHA Marks. Accordingly, Affiliate agrees that it will not knowingly and intentionally take any actions that 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 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<br>National Reining Horse A  |                   | , 20 | -   |
|--|-------------------|------|---|
| By:<br>NRHA Chief Financial Of   | ficer             |      | -   |
| By the execution hereof,<br>corporate officer, does h<br>conditions of this Affiliat | ereby agree to ab |      | President, a duly authorized to the above terms and |
| EXECUTED this day  | of                | , 20 | -   |
| Affiliate Name:  |                   |      | _   |
| By:<br>Affiliate President Signa   |                   |      | _   |
| Affiliate President Printe   | ed Name           |      | -   |

#### **Exhibit A**

#### **NRHA Logo Usage Guidelines for Affiliates**

**Relationship Logos:** The official NRHA logo is an important part of the brand. The logo represents NRHA's identity and is a valuable piece of intellectual property; therefore, NRHA is very careful with the use of the logo.

NRHA has created affiliate specific logos. Logos and colors should not be altered. For more information, please contact NRHA Marketing & Outreach.

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



2. The NRHA - Approved Event logo is for any NRHA approved event. A logo usage agreement is not required.

