

BYLAWS OF THE DAKOTA 50/50 HORSE SALE, FUTURITY & MATURITY

Revised 3/27/2022

ARTICLE I OFFICE

Section 1. The principal office of the Dakota 50/50 Horse Sale, Futurity and Maturity (herein called the 50/50) in the State of North Dakota shall be located in the City and County that the current treasurer of the 50/50 resides.

Section 2. Dakota 50/50 Event Office: All correspondence relating to entries, consignments, catalog advertising, and general information pertaining to the Dakota 50/50 Event shall be the location of the Event Manager.

2.1 The Event Manager is responsible for the entries for all events, consignments, catalog advertising, and general information pertaining to the 50/50. This was an unpaid position through 2020. As of the 2021 Annual meeting, the person in this position will be provided the following in lieu of cash payment for work done in the current calendar year:

- Waiver of annual dues
- Waiver of consignment fees for 2 consignments (if 3rd colt is allowed, it will be paid at par with other members)
- Waiver of fee for full page ad (non-transferable)
- 3 nights paid hotel room at host hotel during the Dakota 50/50 event

ARTICLE II MEMBERSHIP

Section 1. Members are those breeders who have paid their annual maintenance fees by April 16th of each year. There will be one vote per membership.

Section 2. Acceptance of membership will close following the organizations' April 16th, 2003, meeting. A limited number of members may be added at a future date, from time to time, as the General Membership deems necessary, with the majority of the current members in agreement to add new members. As of the April 2, 2005, meeting, membership has been capped at 35. On March 27, 2022, membership was reduced and capped at 30 memberships.

2.1 A Membership is defined as a single ranch, and may include all immediate family members, brother, sister, mother, father, son, daughter.

2.2 A Membership may be sold to a legally formed Partnership. Membership in the Dakota 50/50 is not transferable. The breeder of record of a nominated foal must be the said partnership name.

Section 3. A member waiting list will be established and a one-time fee accessed to those on the list of \$100.00. This fee is not applicable to the charter fee. Individuals on this list will be contacted via certified mail on a first come, first served basis should the General Membership vote to add new members. Potential member will have 2 weeks from post marked date of letter to respond. If they choose not to accept, or fail to respond, they will be dropped from the waiting list and would be required to pay the \$100 fee to join the waiting list again.

Section 4. A one-time charter fee of \$500.00 will be accessed to all new members. The fee amount is

subject to increase at the discretion of the General Membership.

Section 5. An annual maintenance fee of \$250.00 per member will be assessed. The maintenance fee will be due annually on April 16th. This deadline will be strictly enforced with a \$50.00 late fee being assessed to any member not meeting the April 16th deadline, there will be no exceptions made. A member will be rebated \$20.00 for every general membership meeting attended up to a maximum of \$100.00 per fiscal year. A \$100.00 rebate will also be applied to each membership for actual participation on a committee the preceding year. A form will be developed to report this purpose and distributed by the Treasurer within one week following the Dakota 50/50 event and returned to the President within two weeks. The President will approve and provide a list of rebates to the Treasurer. These rebates will be made at the end of the fiscal year or credited to the upcoming year's maintenance fee.

A weanling guarantee of \$100 per colt (limit of two) will also be assessed to each member and shall be inclusive of the stall fee. The weanling guarantee fee will be due and payable on the date of the consignment deadline, which may fluctuate from year to year, based on the date of the sale, at the discretion of the catalogue committee chairmen. This date will be established at least 2 months in advance and will be published in the minutes of meetings, consignment forms and website. This deadline will be strongly enforced with a \$100 late fee assessed to any member who does not have either their foal guarantee fee in by that date and/or their foal information to the catalogue chair. An invoice will be generated by the event manager for the late fee, with a copy shared to the Treasurer.

5.1. The number of consignments allowed in the Sale is to be no more than two (2) per member, unless otherwise voted on and approved by the General Membership, as circumstances deem necessary. A third colt may be allowed, per vote of the membership, at a consignment fee of \$50, inclusive of stall fee.

Section 6. Meetings of the members shall be held for the purpose of transacting business as may be properly brought before the meeting at such place as may be designated by the President and on such date as the Executive Board may determine.

Section 7. All by-law changes and additions will only be made at the annual meeting and may be voted upon by the majority of those present at the annual meeting. All proposed changes and additions will be published and given to the members 30 days prior to the meeting.

Section 8. In the event of a grievance, any disagreement, protest, or complaint, whether presented by a member or a contestant, shall be heard in an executive session of the executive committee, at least one member of the rules committee and at least one member from the committee to whom the grievance pertains. A grievance fee of \$500.00 will be assessed to the party filing the grievance, and this fee must be paid to the 50/50 prior to the membership hearing the grievance. An executive session may be held for discussion, with the party filing the grievance not in attendance. See also Article V, Section 14.

Section 9. Dakota 50/50 members are expected to provide responsible, ethical, and positive contributions within the club that promote the greater good of the Dakota 50/50 as a whole. A member is permitted to speak *on behalf of the Dakota 50/50* upon receiving consent from a) the executive committee, OR b) consent of the Dakota 50/50 group (majority vote at a meeting). Members are expected to maintain high standards of personal, moral conduct and not compromise the public's confidence in the Dakota 50/50, including but not limited to social and public media and social networking. Members not adhering to this conduct rule may have their membership revoked with a majority vote at a meeting of the membership.

ARTICLE III OFFICERS

Section 1. The officers of the Executive Board of the 50/50 shall be a President, Vice-President, Secretary and Treasurer, each of whom shall be elected by the General Membership. Each individual must be a member in good standing of the Dakota 50/50 Horse Sale and Futurity. No membership will hold more

than one executive office.

1.1. The Event Manager will be included in executive committee discussions and meetings, and will provide input and assure follow-through, but will not have a vote on this committee.

Section 2. Officers shall be elected at the Annual Meeting of the Members and shall be elected for a term of two (2) years. The terms of the officers shall be staggered with President and Secretary up for election in odd numbered years, and the Vice President and Treasure in even numbered years. Any member in good standing may announce their candidacy or be nominated by a fellow member for an Executive position.

Section 3. Any vacancy occurring on the Executive Board may be filled by the affirmative vote of the General Membership. An Officer elected to fill a vacancy shall be elected for the unexpired term of his/her predecessor in office.

Section 4. In the absence of the President or in the event of his or her inability or refusal to act, the Vice President shall perform the duties of the President and when so acting shall have all the posers and be subject to all of the restrictions imposed upon the President. The Vice President shall perform such other duties as from time to time may be assigned to him or her by the President.

Section 5. The Secretary shall keep the minutes of the proceedings of the Members in one or more books provided for that purpose and shall sign and date such minutes. The Secretary will distribute the minutes to the membership in a timely manner. The Secretary shall perform such other duties as from time to time may be assigned to him or her by the President. The Secretary shall keep all past and present records for future reference. If the Secretary resigns or for any reason is replaced from secretarial duties, all past and present records must be turned over to the President or new Secretary immediately.

5.1. In addition, the Secretary shall:

- a) Be responsible to build spreadsheet for tracking sales of colts including buyer, contact information, price and to calculate payout for each Futurity year.
- b) Create, print and mailout cover letter, consignment and entry forms, rules, and regulations by June 15th of each year to members and futurity/maturity eligible horse owners.
- c) Be responsible to receive registration papers, transfer reports and any other applicable paperwork from event manager at conclusion of the sale, copy papers for Dakota 50/50 record and mail out original registration papers and transfer reports approximately 2 weeks post event, with the approval of the Treasurer, when all checks have cleared.

Section 6. The Treasurer shall (a) have charge and custody of and be responsible for all association funds and securities; (b) receive monies due and payable to the 50/50 from any source whatsoever, and deposit all such monies in the name of the 50/50 in such banks or other depositories as shall be selected by the General Membership; (c) prepare and present a financial report to the General Membership within thirty (30) days after the end of the fiscal year. Association monies and Futurity monies shall be kept separately with Futurity monies being kept under the direction of an independent financial advisor. Futurity monies shall be defined as that money which will be used in the payout of prizes.

ARTICLE IV FISCAL YEAR

Section 1. The fiscal year of the 50/50 shall begin on the first day of January and end on the last day of December of each year.

Section 2. 50% of the selling price of the weanlings sold in the 50/50 Sale will be retained by the Dakota 50/50 Sale and Futurity and used as operating expenses, purse, and member/consignor awards for the 50/50 Futurity and Maturity.

ARTICLE V RULES AND REGULATIONS

Section 1. The General Membership shall prescribe fees and rules and regulations for nomination in the 50/50.

Section 2. Only horses registered with a breed or color association shall be nominated to the 50/50. The Breeder of Record of a nominated foal must be a member of the 50/50; likewise, the member must also be the Breeder of Record. Weanling foals consigned must be registered in members name to sell or the name of an immediate family member – father, mother, son, or daughter.

Section 4. Any current member not paying annual fees and the assessed late fee by June 1st will lose all privileges in the 50/50 and membership will be forfeited.

Section 5. Fees and other deadlines are as follows:

April 16th, each year: \$250.00 annual maintenance fee

Current year deadline, which is subject to fluctuate, relative to date of the futurity and sale, at the discretion of the catalogue committee chair:

- \$100.00 foal guarantee fee per foal (limit 2)
- Ads and advertising payments due on established date of current year
- Competition entries and fees (office and stall)

Section 6. Each member must either sell, or buy themselves, at least \$100.00 worth of advertising for the catalogue. Payment must accompany ad and is due at date set by catalogue committee chair each year, relative to date of futurity and sale. Failure to not have your advertising turned in and paid on time will result in an advertising cost of \$200.00 to the member. This money will be taken off the sale price of the member's foals, if not paid by sale time. If no foals are sold in that year and money is not received by December 31st, their membership will expire. Prior to December 31st, they are to receive one notice.

Section 7. If a member has not consigned and sold a foal for 3 consecutive years their privileges in the 50/50 will be cancelled.

Section 8. It is an expectation that original registration papers must be present for the foal to sell. However, if the AQHA, or other breed organization, has not returned the paperwork to the breeder, a receipt from the breed association must be submitted at check-in establishing that the paperwork has been submitted for registration.

Section 9. In the event of an NSF check the 50/50 will stand good for the foal and the foal will be returned to the seller. The seller will then remit to the 50/50 either half of the sales' average cost per head or half of the original bid on the foal (whichever is less). This amount will be paid to the pot and the foal will be eligible to compete in the futurity.

Section 10. Foals may be substituted up until the sale day as long as there was information provided to the 50/50 Event Manager for an original foal being nominated by the nomination deadline.

Section 11. The foal guarantee fee (current rate: \$100) covers all member expenses for selling a foal in the Dakota 50/50, including stall fees. All buyers will be given, at the time of payment, a halter and lead shank provided by the 50/50. Funds for purchase of this tack are included in the foal guarantee.

Section 12. All foals being nominated must have a current Coggins test. The breeder must provide documentation of a current negative Coggins test on sale day.

Section 13. In the case that a consigned colt becomes ill with a contagious disease, but is anticipated to make a full recovery, a member may determine that it is in the best interest of the Dakota 50/50 that said colt is not physically present at the sale. The weanling may retain full eligibility in the sale by a)

submission of a letter from a Veterinarian certifying that the horse has been diagnosed with a contagious disease, and is expected to fully recover, but is recommended to not bring to the sale so as not to expose other horses.; **and** b) consignor will purchase the colt from the sale by submitting funds equal to the average of the sale of the colts on the day of the sale. Member must be in good standing. The sale will process this purchase in the usual manner with 50% of the funds retained by the Dakota 50/50 and 50% paid to the consignor. If not paid the day of the sale, the colt will not be eligible for the Futurity. The colt must still be check-in with all of the necessary paperwork (i.e., registration papers and transfer, etc.).

Section 14. A protest must be made in writing to the President within 6 hours of the time of the incident and/or announcement of placings for that day. In the event of a grievance, any disagreement, protest, or complaint, whether presented by a member or a contestant, shall be heard in an executive session to include the executive committee, at least one member of the rules committee and at least one member from the committee to whom the grievance pertains. A grievance fee of \$500.00 will be assessed to the party filing the grievance, and this fee must be paid to the 50/50 prior to the membership hearing the grievance. An executive session may be held for discussion, with the party filing the grievance not in attendance. If the grievance is upheld, the 50/50 will refund the \$500.00 grievance fee to the filing party.

ARTICLE VI FOUNDATION

Section 1. The Dakota 50/50 Foundation is established as a 501(c)3 organization, formed March 23, 2014.

Section 2. Purpose: The Dakota 50/50 Horse Sale, Futurity and Maturity, herein called the Corporation, is organized exclusively for charitable, educational, and scientific purposes., including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future tax code. It is the mission of the Dakota 50/50 Horse Sale, Futurity and Maturity to promote quality performance horses that move well, are athletic and have the capability to work and look good when engaged in activities. The Corporation will support activities that prevent cruelty to horses and promote the breeding and training of quality performance horses while maintaining the physical and mental potential of the horses. It will raise interest in horsemanship and foster activities, events, and amateur competitions for riders. In particular, North Dakota youth riders, who otherwise are unable to own or ride a performance horse. The Corporation will work to inspire an interest in horsemanship, its connection to North Dakota's history and culture and to promote the horse industry.

- a. The Corporation may therefore seek, apply for, and receive donations, grants, loans and other funding from individuals, organizations, corporations, government agencies, and others to support and conduct, in any manner, any lawful activities in furtherance of these charitable, scientific, and educational purposes.
- b. Notwithstanding any other provisions of this document or Corporation's bylaws, the Corporation shall not carry on any other activities not permitted to be carried on by: a) a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law); b) a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law); or c) a corporation under North Dakota state laws.
- c. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the purpose clause hereof. No substantial part of the activities of the organization shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the organization shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

Notwithstanding any other provisions any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, of b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

Section 3. The president and 2 volunteers from the Dakota 50/50 shall serve as board members for the Dakota 50/50 Foundation, a 501(c) 3 organization.

Section 4. Dissolution: Upon the dissolution of the Corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code or the corresponding provision of any future United States Internal Revenue law, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of a Court of Competent Jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.