



## **Procedure for National Show Horse Registry Lifetime Stallion Nomination**

To be eligible for Lifetime Nomination with the National Show Horse Registry, the stallion must be a registered Arabian or registered Saddlebred.

### **The following documents are required:**

1. Completed Agreement of Lifetime Stallion Nomination
2. Promissory Note (if applicable)
3. Copy of Registration Papers
4. Pedigree
5. Nomination Fee - \$3,000
6. Color Photograph (optional)

Horses sired by Lifetime Nominated stallions are eligible for registration at various fees depending on when the horse is registered. Please consult a current NSHR Rule Book or call NSHR for additional details.

The nomination fee is a one time fee which makes the stallion a Lifetime Nominated Sire for the life of the horse. The fee can be paid all at once or in installments as described in the Agreement of Lifetime Stallion Nomination.

Acceptance of the Nomination of a breeding stallion is subject to the approval of the NSHR Board of Directors.

Please return the completed Agreement of Lifetime Stallion Nomination along with other required documents to:

**National Show Horse Registry, Inc.**  
2242 Polo Park Drive  
Dayton, Ohio 45439  
(937) 962-4336 \* (937) 802-5252 fax  
email: [nshowhorse@aol.com](mailto:nshowhorse@aol.com)



**NATIONAL SHOW HORSE REGISTRY**  
**LIFETIME STALLION NOMINATION AGREEMENT**  
**FOR**  
**ARABIAN OR SADDLEBRED STALLIONS**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the NATIONAL SHOW HORSE REGISTRY, INC. ("the Registry"), a Kentucky nonprofit corporation, of Louisville, Kentucky, and

\_\_\_\_\_  
(owners name)

(the "Registrant") of \_\_\_\_\_  
(owner's address)

\_\_\_\_\_  
(city, state and zip code)

(\_\_\_\_\_) \_\_\_\_\_  
(phone number)

**WITNESSETH:**

THAT, WHEREAS, the REGISTRY presently operates a registry, the National Show Horse Registry, for National Show Horses, and as a part of that registry accepts and records the registration of certain stallions as Lifetime Nominated Sires for the National Show Horse Registry, and

WHEREAS, the REGISTRANT presently is the owner of the \_\_\_\_\_  
(breed type)  
stallion \_\_\_\_\_,  
(stallion name) (registration number)  
by \_\_\_\_\_ out of \_\_\_\_\_  
(sire) (dam)

by \_\_\_\_\_, said horse hereinafter referred to as the "stallion", and  
(grand sire)

WHEREAS, the REGISTRY and the REGISTRANT are both desirous of having the stallion become registered as a Lifetime Nominated Sire for the National Show Horse Registry.

NOW, THEREFORE, in consideration of the mutual agreements and covenants of the parties hereto as hereinafter set forth, it is hereby agreed by and between the parties hereto as follows, to wit:

1. **REGISTRATION OF STALLION.** The REGISTRY hereby accepts and registers the stallion as a Lifetime Nominated Sire for the National Show Horse Registry.

2. **REGISTRATION OF PROGENY.**

(a) Any progeny of the stallion will be registerable as a National Show Horse provided, however, that such progeny is at least 25% Arabian blood and that the mare is registered with an NSHR approved registry.

(b) Any such progeny of the stallion that is registered as a National Show Horse shall be required to pay the usual registration fee that the REGISTRY is charging at the time for such registration.

3. **DIRECTORY OF NOMINATED SIRES.** The REGISTRY agrees to maintain a Directory of all Lifetime Nominated Sires for the National Show Horse Registry. The Directory shall contain relevant information about each Lifetime Nominated Sire, including contact information for the stallion.

4. **PROMOTIONAL ACTIVITIES.** The REGISTRY may, from time to time, engage in promotion of the National Show Horse and the Lifetime Nominated Sires for the National Show Horse Registry. The REGISTRANT agrees that, in this regard, the REGISTRY may make use of the name of and all other relevant information about the stallion, including the use of pictures of the stallion, which the REGISTRY, in its reasonable discretion, believes appropriate for the proper promotion of the National Show Horse, the National Show Horse Registry and the Lifetime Nominated Sires for the National Show Horse Registry. Disclosure Rights: The NSHR expressly reserves the right to publish a list of Lifetime Nominated Stallions and/or registered National Show Horses including the name or names of the recorded owner(s) or breeder(s) thereof, in such manner and format as it shall determine appropriate. Further, any

nominator of a stallion or applicant for registration of a National Show Horse hereby waives any right of privacy or misappropriation concerning use or release by NSHR of any information submitted on any application for nomination or registration or maintained by NSHR on a certificate of registration.

5. **CERTIFICATE OF LIFETIME NOMINATION**. Upon payment in full, as provided in paragraph 8, the Owner will receive from the NSHR a Certificate of Lifetime Nomination. This Lifetime Nomination then becomes irrevocable and is in effect for the life of the stallion Nominated. As a result of this Lifetime Nomination, all foals by this stallion which are otherwise eligible may be registered as National Show Horses.

6. **RIGHT OF REPLACEMENT**. The Nominated Sire owner may replace their Lifetime Nominated Sire as follows.

(a) Within thirty-six (36) months of the above date of this Agreement, the owner may submit a replacement stallion which, if otherwise eligible and acceptable by the NSHR Board of Directors and if owned by the same owner above, without extra charge.

(b) Thirty-seven (37) months and beyond the above date of this Agreement, if otherwise eligible replacement may be made for an additional fee of \$1,000.00, payable upon application for replacement.

(c) Upon the death or other loss of the stallion, all amounts owed become due and payable unless replacement is made. If replacement is made, the terms of the original contract remain in force.

(d) In the event of castration, the stallion owner must submit to the NSHR a certificate of castration executed by the licensed veterinarian who performed the castration.

(e) Only one replacement on original nomination shall be permitted.

7. **DUE ON SALE**. In the event of a sale, exchange or other transfer of ownership of the above named stallion prior to payment in full of the Lifetime Nomination fee due hereunder, the REGISTRANT shall give not less than 15 days prior written notice of the sale, exchange or other transfer of ownership of the stallion to the REGISTRY. Upon receipt of such notice and at the sole and absolute discretion of the REGISTRY, the REGISTRY may either: (a) determine that all amounts owed the REGISTRY shall become immediately due and payable as of the date of the sale or other transfer of ownership, without further notice or demand, or (b) this Agreement and all rights and obligations of the REGISTRANT hereunder may be assigned and assumed by the purchaser upon satisfactory demonstration by the purchaser of financial responsibility and the furnishing of such other information as the REGISTRY may deem appropriate. Failure to give written notice in accordance with the provisions hereunder shall constitute a default by the REGISTRANT of this Agreement. (Any assignment without the express written approval of the Registry shall constitute a default by the REGISTRANT hereunder.) Any assignment of this Agreement shall only be effective upon the REGISTRANT, the purchaser and the REGISTRY executing a Promissory Note in substantially the form attached hereto as Exhibit I for the balance of Nomination fee payments due to the REGISTRY; provided, however, such assignment shall not operate as a release or satisfaction of the REGISTRANTS obligations hereunder.

8. **NOMINATION FEE**. Upon the execution of this AGREEMENT OF LIFETIME NOMINATION and in consideration for the promises contained herein, the REGISTRANT shall pay the REGISTRY the Nomination Fee of \$3,000.00, payable in U.S. Funds as follows:

(a) Nomination fee paid in full upon receipt by the REGISTRY of the AGREEMENT OF LIFETIME STALLION NOMINATION executed by REGISTRANT or,

(b) \$1,000.00 payable upon receipt by the REGISTRY of the AGREEMENT OF LIFETIME STALLION NOMINATION executed by REGISTRANT with the remaining balance, \$2,000.00 payable in equal semi-annual principal installments of \$1,000.00 each, commencing on the date which is twelve (12) months from the date of receipt by the REGISTRY of the AGREEMENT OF LIFETIME STALLION NOMINATION. Interest on any outstanding balance shall accrue thereon at the rate of 5% per annum, and be due and payable on each of the semi-annual principal installment due dates (see Exhibit 1). To further evidence the Registrant's obligations hereunder, REGISTRANT shall sign and execute the appropriate Promissory Note in the form attached hereto as Exhibit I.

9. **DEFAULT**. In the event of a default in the payment of the Lifetime Nomination Fee, or any part thereof, the unpaid balance thereof shall become immediately due and payable, without further notice or demand of any kind by the REGISTRY, and the registration of the stallion as a Lifetime Nominated Sire for the National Show Horse Registry shall be withdrawn as of the date of default. While in default, the unpaid balance of the Lifetime Nomination Fee and all accrued interest thereon shall bear interest from the date of default until paid in full at the lesser of (a) eighteen percent (18%) per annum, or (b) the maximum rate allowed by law. Notwithstanding the foregoing, the REGISTRY may exercise any and all rights and remedies available to it at law or in equity or bankruptcy, and all rights and remedies upon the occurrence of a default hereunder shall be cumulative to the greatest extent permitted by law.

10. **TIME OF ESSENCE**. Time shall be of the essence in the performance of all the obligations of the REGISTRANT hereunder and under the Promissory Note.

11. **SUCCESSORS.** The provision of this Agreement of Lifetime Nomination shall bind and benefit the REGISTRY and the REGISTRANT and the respective successors, heirs, legal representative and assigns of each of them; provided, however, that REGISTRANT shall not assign its rights or obligations under this Agreement to any other party except as provided in Section 7 hereof.

12. **ENTIRETY OF AGREEMENT.** This Agreement and the Promissory Note contain the entire, complete and exclusive agreement of the REGISTRY and the REGISTRANT, and all terms and provisions of the Promissory Note are deemed to be a part hereof as if fully set forth herein and are deemed to be incorporated by reference herein. This Agreement includes all prior representations.

13. **AMENDMENT.** This document may be amended or modified only in writing.

14. **CONSENT TO JURISDICTION AND VENUE.** In the event the REGISTRY or the REGISTRANT shall at any time institute any action or proceeding relating to a dispute or issue involving this Agreement; the accompanying Promissory Note or any matters, issues or disputes relating to documents issued or approved by the REGISTRY, the undersigned parties hereby consent and agree that the appropriate jurisdiction for such action or proceeding shall be in a court of appropriate jurisdiction of the Commonwealth of Kentucky and the appropriate venue of such action or proceeding shall be in Louisville, Jefferson County, Kentucky. The REGISTRANT further acknowledges that Jefferson County, Kentucky is the principal place where all obligations of the REGISTRANT to the REGISTRY are to be performed and that Jefferson County, Kentucky, is the final location where the subject Agreement Of Stallion Nomination and accompanying Promissory Note is designated as being executed.

15. **COURSE OF DEALING.** No course of dealing in respect of, nor any omission or delay in the exercise of, any right, remedy or privilege by the REGISTRY shall operate as a waiver thereof, nor shall any right, remedy or privilege of the REGISTRY be exclusive of any other right, remedy or privilege referred to herein or in the Promissory Note, or now or hereafter available at law, in equity, in bankruptcy, by statute or otherwise.

16. **RULEBOOK.** The REGISTRANT hereby agrees and acknowledges that this Agreement and accompanying Promissory Note is subject to the rules of the REGISTRY as set forth in the Rulebook which the REGISTRANT hereby acknowledges he/she has had a fair and full opportunity to read. The REGISTRANT further agrees and acknowledges that this Agreement and accompanying Promissory Note will be subject to any addition, revision or modification of the Rulebook as issued, modified or revised by the REGISTRY's Board of Directors.

17. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky as applied to residents of that state executing contracts wholly to be performed in that state.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands as of the day and year first above written.

THE NATIONAL SHOW HORSE REGISTRY INC.

By: \_\_\_\_\_  
(Registry)

Print Name: \_\_\_\_\_  
(Registrant)

Signature: \_\_\_\_\_  
(Registrant)

\_\_\_\_\_ Check enclosed in the amount of \$ \_\_\_\_\_

\_\_\_\_\_ Please charge \$ \_\_\_\_\_ to my Visa/Mastercard/American Express account number below.

Account Number \_\_\_\_\_ Validation Code \_\_\_\_\_

Exp. Date \_\_\_\_\_ Name of Card Holder \_\_\_\_\_

Signature of Card Holder \_\_\_\_\_

Daytime Phone number \_\_\_\_\_

**National Show Horse Registry, Inc.**

2242 Polo Park Drive Dayton, OH 45439  
Phone (937) 962-4336\* Fax (937) 802-5252



## Exhibit I

# NSHR Lifetime Nominated Stallion Promissory Note

\$ \_\_\_\_\_

Louisville, Kentucky

Date: \_\_\_\_\_

FOR VALUE RECEIVED, the undersigned maker hereby promises to pay to the order of NATIONAL SHOW HORSE REGISTRY, INC., a Kentucky nonprofit corporation (the "Registry"), or its assigns, the principal sum of \_\_\_\_\_ DOLLARS, (\$ \_\_\_\_\_), plus interest thereon as hereinafter provided, in lawful money of the United States of America. Equal semi-annual payments of principal of \$1,000.00 each shall be due and payable until the principal balance is paid in full, commencing on the date which is twelve months from the date of this Note. Subsequent semi-annual payments shall be made on the same day of each six-month anniversary thereof until the principal balance of this Note, and all interest accrued thereon, is paid in full. Interest on any unpaid principal balance hereof shall accrue from the date of this Note until paid in full at the rate of five percent (5%) per annum, said interest being payable in full at the time each installment of principal is due and payable.

The maker shall be entitled to prepay the entire unpaid principal balance together with all accrued interest calculated on the unpaid balance at the aforesaid rate. Upon such payment, the maker shall be relieved of all liability pursuant hereto.

This Note is the Promissory Note issued pursuant to and subject to all of the terms and conditions of this Agreement of Stallion Nomination dated the date hereof entered into between maker and the Registry. In the event of an inconsistency in the terms and provisions of this Note and the Agreement of Stallion Nomination as to the rights and remedies of the holder hereof, the holder shall have the right at its sole option to elect which of such provisions shall govern. All payments of principal and interest and any other sums due under this Note shall be made to the Registry at the address set forth below.

If maker shall fail to pay any installment of interest and/or principal of this Note within ten (10) days of the date such payment is due, the Registry may declare the entire unpaid principal balance of, and all accrued interest on, this Note to be immediately due and payable without presentment, notice, protest or demand of any kind (all of which are expressly waived by maker). While in default, the outstanding principal balance of this Note and all accrued interest on this Note shall bear interest from the date of default at the lesser of (i) eighteen percent (18%) per annum, or (ii) at the maximum rate allowed by law.

Failure of the holder of this Note to exercise any of its rights and remedies shall not constitute a waiver of the right to exercise the same at that or any other time. All rights and remedies of the holder for default under this Note shall be cumulative to the greatest extent of permitted by law. Time shall be of the essence in the payment of interest and principal on this Note and the performance of maker's other obligations under this Note.

If there is any default under this Note, and this Note is placed in the hands of an attorney for collection, or is collected through any court, including any bankruptcy court,

maker promises to pay to the holder thereof its reasonable attorneys' fees and court costs incurred in collecting or attempting to collect or securing or attempting to secure this Note, provided the same is legally allowed by the laws of the Commonwealth of Kentucky and further provided such attorney's fees may not exceed the greater of \$500 or 15% of the amount owing.

The invalidity or unenforceability of any provision of this Note shall not impair the validity or enforceability of any other provision of this Note.

The indebtedness evidenced by this Note has been extended and shall be repaid in Louisville, Kentucky, and this Note shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

Maker and any other party who may become primarily or secondarily liable for any of the obligations of maker hereunder hereby waive presentment, demand, notice, of dishonor, protest, notice of protest and nonpayment, and further waive all exemptions to which they may now or hereafter be entitled under the laws of this or any other state of the United States, and further agree that the holder of this Note shall have the right without notice, to deal in any way, at any time, with maker, or any guarantor of this Note or with any other party who may become primarily or secondarily liable for any of the obligations of maker under this Note without waiving any rights the holder of this Note may have hereunder or by virtue of the laws of this state or any other state or the United States.

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Registrant's Signature

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Registrant's Address

**National Show Horse Registry, Inc. \* 2242 Polo Park Drive Dayton, OH 45439  
Phone (937) 962-4336 Phone \* Fax (937) 802-5252**

