

## Reining by the Bay Terms & Conditions

### STABLING

The stalls at The Horse Park at Woodside are permanent 10 x 10 or 12 x 12 and have rubber mats. Stalls will be available starting at **10:00am Thursday, July 18<sup>th</sup>**, at a fee of **\$350 per stall/each stall includes 6 bags of white pine shavings**. Priority stall placement is given to event sponsors. Stall reservations must be **RECEIVED** by June 21<sup>st</sup> with payment in full made out to RBB, Inc. Reservations postmarked after June 21<sup>st</sup> will be charged a late fee of \$25 per stall. No refunds on stalls after July 10<sup>th</sup>. Stalls payments must be submitted to the Stall Manager. **No stall payments will go on show bills!** If stall fees are included in one check with entry fees the check will be applied toward STALLS only. At the competition of the event, any show credits will be issue a reimbursement check within 30 days. Horses must depart The Horse Park at Woodside by 6:00AM, Monday July 29<sup>th</sup>.

### DAY HAUL IN

Exhibitors are allowed to haul into the event and tie to their trailers in designated parking areas only. There is a fee of \$25 per horse, per day to haul into the event. Parking in undesignated parking areas will subject to \$100 fine per occurrence. Security Officers will be patrolling grounds daily.

### DAMAGE

Individuals will be responsible for any physical damage inflicted to The Horse Park at Woodside property and will reimburse the show management for such damage as it may be charged. All owners and exhibitors shall be responsible for any damage incurred by them, their agents or employees to stalls, buildings, and other properties on the show grounds and shall be billed accordingly.

### PHOTOGRAPHY AND VIDEO

No outside video or photography is allowed. Competitors are encouraged to purchase videos and photos from the official show cinematographer and images from the official photographer. By way of entry into the event, competitors, and their respective employees, agents and family members grant the permission without remuneration for the use and public distribution of their image, likeness, voice and video for the possible promotion of the event. All exhibitors will be subject to the use of photographers and cinematographers under the direction of show management for the benefit of show promotion. No exhibitor will be allowed the discretionary use of his or her services. **ONLY THE OFFICIAL EVENT PHOTOGRAPHER WILL BE ALLOWED TO SELL PHOTOGRAPHS OF THE CACTUS REINING CLASSIC HORSE SHOW.** All images pertaining to or in relation to the Reining by the Bay horse show are under the sole ownership of RBB, Inc. and Brumley Management Group. Only reporters assigned by recognized newspapers, radio or television or the Associated Press will be issued press passes. Requests for press passes MUST be sent in writing, faxed to 623-670-5905, or e-mailed to [brumleyevents@gmail.com](mailto:brumleyevents@gmail.com), on the letterhead of the newspaper, magazine or broadcast outlet and signed by the editor. All other photographers must sign an agreement not to sell their photographs except to the publications for which they work two weeks prior to the beginning of the show. Photographers and camera crews who have not followed these requirements will be escorted off the grounds.

The event taking place in this area (The Horse Park at Woodside) is being videotaped/recorded for a Truly Original, LLC ("Company") program currently entitled "The Last Cowboy" (the "Series"). By entering this competition you hereby irrevocably grant to Company and its affiliates and assigns (including without limitation event and program sponsors, advertisers, and marketing partners) the right to photograph your image and record your voice, and to own, license, assign and/or use the same (and/or any portion thereof) forever and throughout the world in any manner and/or medium including, without limitation, in Company and other sponsored or unsponsored programming and the advertisement and promotion thereof. You will not receive any payment for such use and waive any right to bring any action in law or equity against Company, its parent and related companies, subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, representatives, employees, successors and assigns for such use.

In view of the fact that my participation in the event will bring me into close contact with many confidential elements of the Series not readily available to the public, and disclosure thereof will eliminate the surprise of the Series for the viewing public, I agree to keep and retain in the strictest confidence all information I receive as competitor concerning or relating to the Series. My confidentiality obligations hereunder shall apply to any and all media whatsoever, including, without limitation, any social media or any other website, service, platform, program, application or other form or method of communication, whether now known or hereinafter devised. For example and for the sake of clarity, I may not make disclosures prohibited hereunder via Facebook, Twitter, YouTube or any other similar website or service, whether existing now or in the future.

I acknowledge that in the event that I breach this confidentiality, Company shall be entitled to seek any remedy available at law and I further agree to pay Competitor the sum of One Million Dollars (\$1,000,000.00) as liquidated damages.

### HEALTH REQUIREMENTS & CERTIFICATES

Health requirements for the State of California will be followed. **Out of State Horses:** owners/agents are required to present a 30-day ORIGINAL health certificate, and 12-month Coggins. **Horses Residing in California:** owners/agents are required to present a 30-day ORIGINAL health certificate. Make sure horse registration name is listed on the paperwork. Papers are required to be presented to the show office at check in.

### LIABILITY

By participating in the Reining by the Bay, all competitors agree to abide by the terms and conditions of the show and the governing body NRHA. In addition, acknowledge that horses are dangerous animals and can be hazardous. By participating in the competition with this knowledge of the danger involved the competitor agrees to accept any and all risks of injury or death. A Release of Liability must be signed by every exhibitor participating in the competition prior to receiving their entry number.

### RULES/CHANGES

Reining by the Bay /RBB, Inc. and Brumley Management Group LLC, reserve the right to make additions or changes to this event at any time. Show management has the authority to enforce all terms and conditions referring to the show and may excuse any horse or exhibitor from the show prior to, during or after the judging without refunds. The show management reserves the right to interpret these terms and conditions. All decisions are final. By way of making an entry, the exhibitor is assuming responsibility for knowledge of these terms and conditions and releases show management from any claims or losses. The show management reserves the right to modify or change the terms and conditions for Reining by the Bay event at any time. All decisions of the judges are final.

### RIGHT TO CANCEL

The show management reserves the right to cancel the event without notice at any time prior to the contest and without liability to the show management. In the event of such cancellation, entry fees or other show fees paid in advance shall be refunded. The show management reserves the right to itself to interpret all questions and conditions in regard to, or arising out of, or incident to, the show without claims for damages or recourse of any kind. All questions not covered in these terms and conditions shall be decided by show management, its decision to be final. **SHOW MANAGEMENT RESERVES TO ITSELF THE RIGHT TO REFUSE, ACCEPT CONDITIONALLY, OR TO CANCEL ANY ENTRIES, DISQUALIFY ANY RIDERS OR EXHIBITORS, PROHIBIT EXHIBITION OF ENTRIES AND CANCEL OR CHANGE AWARD PRIZES, WITHOUT CLAIM OF DAMAGES.** Every horse entered herein for competition will be under control of the show management, but the show management will in no case be responsible for any theft, loss or damage that may occur and it shall be a condition of entry that each exhibitor shall hold the RBB, Inc. Brumley Management Group, LLC, officials, employees, Directors, Sponsors and the Horse Park at Woodside blameless for any loss or accident to horse(s), family members, employees, or equipment.

### SECURITY AND PARKING

The Horse Park at Woodside does not provide security in any areas of the facility. Reining by the Bay does supply limited security during the day time hours. However, neither The Horse Park at Woodside, Reining by the Bay/RBB, Inc. or Brumley Management Group, Inc. are responsible for damaged, lost or stolen items. There are designated areas to park cars, trucks and trailers. It is required that all trailers be parked in designated parking areas only. Parking in undesignated parking areas will subject to \$100 fine per occurrence. Sponsor parking areas are designated for event sponsors only. All other vehicles are subject to fines and towing for parking in designated sponsor parking areas without showing parking passes.

### DISCIPLINARY PROCEDURES

**FAILURE TO PAY:** Any fees associated with the entry of a horse in Reining by the Bay, including but not limited to entry fees, administrative fees, stall fees, sponsorships, etc. which are not paid in full within 30 days of the close of the event will result in owner of horse or sponsor's immediate suspension from competing in or participating in any further Brumley Management Group, LLC events until amount owed and any late and/or NSF fees are paid in full.

**BEHAVIOR, CONDUCT AND ANIMAL WELFARE:** Any action of disrespect, deceit, slander or fraud directed to the event, show management, grounds crew, show representatives, sponsors or judges will result in disqualification from competition and removal from the facility. No entry, administrative fees or stall refunds will be provided. Individuals accused of unsportsmanlike conduct will be subject to the disciplinary procedures set forth by the National Reining Horse Association in Article A of the handbook. Anyone found to be abusing animals will be disqualified and reported to NRHA. **IN**

**ADDITION, THESE INDIVIDUALS WILL BE SUSPENDED FROM PARTICIPATING IN ANY BRUMLEY MANAGEMENT GROUP, LLC EVENTS FOR A MINIMUM OF ONE YEAR.** Reinstatement of the right to exhibit is based on review by BMG production and show management.

#### **SCHOOLING HORSES DURING COMPETITION CONDITIONS**

**Every competition class offered at this event is broadcast LIVE over the internet to the WORLD.** In an effort to maintain the integrity and professional appearance of the event, all exhibitors choosing to enter COMPETITION CLASSES to school horses, MUST present these horses in show attire. Show attire is defined as; exhibitor's entry is required to present their horse with a show pad, clean tack, and the horse's tail must be down (not braided or up in a tail bag/sock). It is requested by show management that the rider wear show chaps. As per NRHA Attire Guidelines, a long sleeve shirt, western hat and boots are required. The Gate Steward at the in-gate will enforce this guideline.

**OPEN SHOW TABS:** Will be held in the show office. An open check or credit card number for each horse entered will be required to pick up competitor numbers. Checks not closed out within one hour after the end of the last class of the event will be closed out according to the responsible party's account and will incur a \$15 service fee. **Trainers will be responsible for all client fees not paid at the close of show and therefore will be applied to trainer's show bill.**

**DIVISION ADDS:** In the case of multiple divisions running concurrently, once the draw is posted no divisions may be added. It is the exhibitor's responsibility to confirm divisions entered prior to the draw taking place. In the case of an office error, division will be added prior to the start of the competition. It is the exhibitor's responsibility to notify the show office prior to the start of the competition if the divisions listed are incorrect or missing. Once competition has started no changes will be made.

**ANCILLARY:** For horses of any age as of the start of the calendar year. See NRHA rule book for division requirements.

**FUTURITY:** For horses three years of age as of the start of the calendar year.

**STAKES:** For horses four years of age as of the start of the calendar year.

**DERBY:** For horses four, five, six and seven years of age as of the start of the calendar year.

**MATURITY:** For horses seven years of age or older as of the start of the calendar year.

**MATURITY AND ANCILLARY DIVISIONS PRE-REGISTRATION:** (Must be **received** by June 21<sup>st</sup>)

Submission of completed Entry Form, one per horse, NRHA Competition License and Owner/Rider current NRHA Membership cards, and signed Participation Liability Release must be **received** by June 21<sup>st</sup>, for entry to be considered complete and avoid the \$85 Post Registration Fee. A form of payment will be required at check in and to receive your number at the show office. **DO NOT MAIL ENTRIES IF THEY WILL BE RECEIVED BY SHOW MANAGEMENT AFTER July 10<sup>th</sup>! MATURITY HORSES MAY BE SHOW ONE HANDED IN ANY LEGAL BRIDLE.**

**DERBY, STAKES, AND FUTURITY DIVISIONS PRE-REGISTRATION:** (Must be **received** by June 21<sup>st</sup>)

Submission of completed Entry Form, one per horse, NRHA Competition License and Owner/Rider current NRHA Membership cards, and signed Participation Liability Release must be **received** by June 21<sup>st</sup>, for entry to be considered complete and avoid the \$200 Post Registration Fee. A form of payment is required upon entry. Credit Card Authorization Form can be filled out to reserve entry and a check may be brought to the show office upon arrival. Horses may be shown one handed in a legal bridle or two handed in a snaffle or hackamore.

**DO NOT MAIL ENTRIES IF THEY WILL BE RECEIVED BY SHOW MANAGEMENT AFTER July 10<sup>th</sup>!**

#### **DERBY, STAKES, AND FUTURITY DIVISIONS LATE ENTRIES**

Late entries for Reining by the Bay Aged Event Divisions, Open and Non Pro will be accepted with the following late fees:

Received after June 21<sup>st</sup> - \$200 one time late fee assessed, plus all entry fees payable at the time of entry. **Post entries will be accepted until 3:00pm the day BEFORE the class is to take place.**

**DO NOT MAIL ENTRIES IF THEY WILL BE RECEIVED BY SHOW MANAGEMENT AFTER July 10<sup>th</sup>!**

**LATE ENTRIES: Maturity, Aged and Ancillary division post entries will be accepted until 3:00pm the day BEFORE the class is to take place.** An ADD Card must be filled out in the show office for all added classes prior to deadline. A SCRATCH Card must be filled out in the show office for all scratched classes. **NO CHANGES WILL BE TAKEN AT THE BACK GATE.** Ancillary classes scratched PRIOR to the draw being posted will receive a refund of entry and judges fee. **NO REFUNDS OF ANY ENTRY FEES ONCE THE CLASS DRAW HAS BEEN POSTED.**

#### **FEES**

Each horse entered in the event will be assessed a one-time Administration Fee of \$85.00, a one-time Photography Fee of \$25.00, a one-time Video Fee of \$25.00, a California State Drug Fee of \$5.00 and a NRHA Drug Fee of \$7.00. Exhibitors who do not check out their accounts prior to their departure will be charge a one-time fee close out fee of \$15. A 5% convenience fee will be added to all credit card charges.

#### **REFUNDS**

After June 21<sup>st</sup>, cancelation of an Aged Event Entry will receive a refund of entry fees with submission of veterinary certificate stating the horse is unable to compete due to health reasons. Horses may be substituted, based on management's discretion. Ancillary divisions will receive a refund of their entries if the divisions are scratched prior to the draw taking place. The Administration Fee of \$85.00 is non-refundable. Stalls are not refundable for any reason after July 10<sup>th</sup>.

#### **PRIZE MONEY**

**AGED EVENT DIVISIONS:** NRHA requires 5% of total entry fees made payable to them. Reining by the Bay will retain 50% of each division entry fee collected remaining 50% will be added to the division's overall purse. NRHA payback Schedule B percentages utilized and will be based on the number of eligible entrants in each division.

**MATURITY DIVISIONS:** NRHA requires 5% of total entry fees made payable to them. Reining by the Bay will retain 50% of each division entry fee collected remaining 50% will be added to the division's overall purse. NRHA payback Schedule B percentages utilized and will be based on the number of eligible entrants in each division

**ANCILLARY DIVISIONS:** NRHA requires 5% of total entry fees made payable to them. Reining by the Bay will retain 50% of each division entry fee collected remaining 50% will be added to the division's overall purse. NRHA payback Schedule A percentages utilized and will be based on the number of eligible entrants in each division

**AWARD PAYOUT CHECKS** Payouts will not be mailed out without the proper EIN or Social Security Number of Payee. It is the exhibitor's responsibility to provide the show office with all pertinent tax information. Payouts will be mailed once management receives NRHA approval of results. If NRHA does not return approved results to show management within 40 days after the last day of the event, checks will be mailed out to abide by NRHA's 45 day payout rule requirement. If checks are mailed out prior to show management receiving NRHA result approval, RBB, Inc. and Brumley Management Group, Inc will not be held liable for any prize money or awards not returned to show management by those who are disqualified by NRHA. Those who fail to provide payment for outstanding invoices or return disqualified prize money within 10 days of being notified by NRHA, will be SUSPENDED from any further Brumley Management Group events and reported to the NRHA for disciplinary procedures. Any outstanding balances owed will be deducted from payouts. Returned checks will be charge a \$50 NSF Fee. Remaining balances will have 10 days to provide payment in full via cashier's check or credit card (including credit card fee of 5%). Payments not received within the designated time may incur penalty fees.

#### **AWARDS**

Exhibitors are responsible for picking up their awards at the event. Awards not picked up at the event will not be shipped. If the exhibitor contacts Brumley Management Group in writing requesting items to be shipped, cost of shipping and a \$25 service fee will must be paid by exhibitor prior to shipping.

#### **DRAWS**

In the instance where there is a group of classes of substantial size, management reserves the right to adjust the draw to allow riders with multiple entries the maximum number of horses possible between draw positions. This is to allow riders adequate time to prepare their horses in a safe and effective manner for both exhibitor and in consideration of the wellbeing of the horse. It is the exhibitor's responsibility to keep track of the draws, changes in draws or start times, and potential scratches. Exhibitor will be given three PA announcement calls to come to the in gate. After the third call, exhibitor will be considered a no-show.

**DRAGS:** ALL Aged Event competition will have a drag after every six (6) horses in the draw. The drag **WILL NOT** be moved due to scratches.