

## **STABLEMAN'S LIEN FORECLOSURE PROCEDURES**

*The following items must be received in the AQHA office for us to recognize a foreclosure and to record the new ownership.*



1. Stableman's Lien Foreclosure Affidavit completed and signed before a Notary Public.
2. A notarized bill of sale or a properly completed transfer report, unless the stableman is the successful bidder.
3. Clear, color photographs of the horse showing front, back, and both side views.
4. The original Certificate of Registration.

### **Processing fee without the original Certificate of Registration:**

- a. \$100.00 complex transaction fee. This is not per horse. Any work for more than one horse must be submitted together.
- b. \$25.00 duplicate certificate fee.
- c. \$15.00 transfer fee.
- d. \$35.00 membership fee (if buyer is not a current member).

### **Processing fee with the original Certificate of Registration:**

- a. \$15.00 transfer fee.
- b. \$35.00 membership fee (if buyer is not a current member).

An additional \$15.00 should be added for each transfer, if the person placing the horse in the stableman's care is not the recorded owner. If you have any questions, please contact Nikki Silva, Administrative Secretary to the Executive Director of Registration and Administrative Assistant at extension 4526.

### **Attachments:**

1. Stableman's Lien Foreclosure Affidavit
2. AQHA'S Comments Regarding Use of Lien Foreclosure Affidavit and Indemnity Form
3. Transfer Report Form

**LIEN FORECLOSURE AFFIDAVIT AND INDEMNITY**

“1. My name is \_\_\_\_\_

I am over eighteen (18) years of age, and my address is: \_\_\_\_\_

\_\_\_\_\_

2. I am fully competent to testify to the matters stated herein. I have personal knowledge of each of the matters set forth and know them to be true and correct.

3. Foreclosure proceeding(s) and/or process(es) were fully and completely finalized on the following horse hereafter referred to as (“Horse”) on the following date:

AQHA Registration Name of Horse & Registration Number                      Foreclosure Date

\_\_\_\_\_

4. All applicable laws regarding the foreclosure on the Horse have been fully and completely complied with.

5. The Horse was placed in my possession on the following date: \_\_\_\_\_.

6. The name and address of the individual who placed the Horse in my possession is \_\_\_\_\_.

7. I understand and agree that if the individual who placed the Horse in my possession is neither (1) the record owner of the Horse per AQHA records or (2) an individual authorized by the record owner to place the Horse in my possession, AQHA ownership records must be brought up-to-date via properly completed ownership transfers prior to AQHA updating its records as requested in Section 9 below.

8. I have attached to this Affidavit true and correct color photographs of the front, back and both sides of each of the Horse(s).

9. As a result of the foreclosure referenced in Section 3. above, I hereby request that AQHA records be updated to reflect \_\_\_\_\_ as the record owner of the Horse. Such individual’s address is: \_\_\_\_\_

\_\_\_\_\_

10. I agree to defend, indemnify and hold harmless AQHA from any and all liability, claims, actions, and/or lawsuits filed, whenever or however arising, as a result of AQHA's reliance on the sworn representations made herein as a basis for recording transfer of ownership of the horse(s) listed above. I agree that this indemnity is performable in Amarillo, Potter County, Texas, or wherever AQHA is sued in court. I also agree to indemnify AQHA for its costs, expenses and reasonable attorney fees incurred, arising out of any claims associated with the enforcement of the indemnity obligations referenced above. With regard to any litigation or claims made against AQHA and covered by my indemnity obligations above, AQHA shall have the first opportunity to defend itself, at my expense, in any such action by an attorney of AQHA's own selection.

11. I agree and understand that this Affidavit and Indemnity does not otherwise alter or amend the rules, regulations and procedures of AQHA.

12. I have read and understand 'AQHA's Comments Regarding Use of Lien Foreclosure Affidavit and Indemnity Form.'

13. I agree to abide by the rules and regulations of AQHA, including, but not limited to, AQHA Rule 106(b) that provides that 'All information furnished AQHA as a basis for any action by AQHA or any of its officers shall be true and correct.'

14. I understand and acknowledge that AQHA is relying on the truthfulness of the statements made in this Affidavit. I further understand and acknowledge that penalties of perjury may attach for any false statements made in this Affidavit.

FURTHER AFFIANT SAYETH NOT."

\_\_\_\_\_  
Signature of Affiant

BEFORE me this day personally appeared the above Affiant who, by me being duly sworn upon oath stated that the statements set forth above are true and correct. SUBSCRIBED AND SWORN TO BEFORE ME on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

\_\_\_\_\_  
Notary Public

**AQHA'S COMMENTS REGARDING USE OF  
LIEN FORECLOSURE AFFIDAVIT AND INDEMNITY FORM**

A separate Lien Foreclosure Affidavit and Indemnity Form should be completed for each horse made subject of a foreclosure, i.e., if 3 horses are foreclosed upon 3 Forms should be completed.

Please be advised that AQHA's recordation of a particular individual or entity as the "record owner" of a particular horse is not an adjudication of ownership or legal title. In fact, while AQHA will recognize and abide by a final court order that decides an ownership or title dispute, a court is under no obligation to recognize AQHA's records as evidence of ownership or legal title.

Second, AQHA has over 350,000 members and processes hundreds of thousands of registrations and transfers each year. Invariably, numerous disputes regarding such transactions arise between horse owners. It has been, and continues to be, AQHA's position that AQHA cannot be the arbiter of such disputes. Moreover, as stated above, even if AQHA viewed itself as the arbiter of such disputes, AQHA's decisions regarding ownership disputes would not be binding in a court of law.

In short, in its capacity as the official keeper of registration records, it is not AQHA's place to weigh the competing position of the parties regarding who should be reflected as the record owner in AQHA's records, regardless of how compelling a party's story may be regarding an ownership dispute. Instead, for purposes of AQHA's record keeping and with respect to foreclosures, AQHA reviews whether it has received the requisite items in accordance with its rules, regulations and procedures.

Submission of the Lien Foreclosure Affidavit and Indemnity does not guarantee that AQHA will update its records to reflect the requested change of ownership. AQHA reserves the right to (1) further review the matter in question and request additional information and/or documentation and (2) provide notice to the record owner of the horse in question informing the record owner that an individual or entity has requested AQHA to update its ownership records as a result of the foreclosure in question.

Finally, it is important to note that the Lien Foreclosure Affidavit and Indemnity does not otherwise alter or amend the rules, regulations and procedures of AQHA. For example, if the individual that authorized the placement of the horse in question in the possession of the Affiant is not the record owner per AQHA records, AQHA requires that the ownership records be brought up-to-date via the submission of properly completed transfers (and requisite fees) reflecting each ownership change.