

2022 Southwest Cattledog Association Rules

Statement of Purpose:

The Southwest Cattledog Association (hereafter SWCDA) is hereby formed for the purpose of:

- **Fostering, promoting and developing the use of cattle dogs for the benefit of farmers, ranchers, and other livestock owners and cattle dog handlers.**
- **To foster, promote and facilitate humane handling of livestock by educating farmers, ranchers, other livestock owners and cattle dog handlers in the proper use of well-trained cattle dogs.**
- **It shall conduct educational events, including; clinics, trials and demonstrations, and shall sanction trials and keep records for the purpose of qualifying for the SWCDA finals and year end awards.**

II. Overview

A. Information: The Southwest Cattledog Association provides information to its members via the internet. The website and Facebook pages are updated as needed and are the most comprehensive sources of information for both members and non-members.

www.southwestcattledogassoc.com,

Facebook page: Southwest Cattledog Association

B. Board of Directors:

a. The SWCDA sustains a Board of Directors consisting of no less than 5 elected members. The term of Board members is (3) years. The officers of the Board consist of: President, Vice-President, and Secretary/Treasurer.

b. The BOD has the authority to act on hardship situations on a case-by-case basis.

*c. **Disciplinary Action:** The BOD has the authority to take disciplinary action on any valid complaint filed by a SWCDA member in good standing.*

A complaint must be filed or submitted in writing within (30) days of the infraction or incident. These infractions can include, but are not limited to:

- 1. Un-sportsman-like conduct;*
- 2. Offensive Language;*
- 3. Disrespect to sponsoring host, labor, or other trial official.*
- 4. Abuse to animals;*
- 5. Misrepresentation of dogs and their classifications.*
- 6. Host not following SWCDA rules*

d. If any of the above infractions are witnessed by a BOD, the BOD will address the matter and give a verbal warning for 1st time offense. If it happens again, there will be a suspension of participation and voting rights for the 2nd offense. If there is a 3rd offense, removal from all SWCDA hosted and sanctioned events with forfeit of all prize money and awards will result.

e. Host will not be eligible for sanctioning with SWCDA in the future.

III. Rules: Rule changes and/or new rules made during the trial year will go into effect immediately after the rule change is approved by the BOD, unless the change will affect year end issues such as Dog of the Year points or handler status. In those cases, the rule will go into effect with the first trial of the next season.

A. Membership:

*a. Membership is not a requirement to compete in a SWCDA sanctioned trial. However, each competitor prior to competing in a SWCDA trial must sign a **Statement of Responsibility**. This statement is renewed annually.*

*b. **You must be a handler and have competed within the past 12 months in order to have a vote in any SWCDA election.***

c. Dues are paid annually, January 1st through Dec 31st, and are based on membership level.

1.) Participating Membership: \$25.00 if paid before January 31st, \$35.00 if paid after January 31st.

This level is for handlers and owners within SWCDA trials that receive Dog of the Year points, run in the Finals trial and vote in SWCDA elections. **To be eligible for DOY points, Handler and Owner must be a member of SWCDA regardless of who runs the dog.**

2.) Family Membership: \$25.00 for first member; \$15.00 for each additional member, if paid before January 31st, \$35.00 for first member and \$15.00 for additional members if paid after January 31st.

This level is for family members living in the same household. Each member has the same privileges as the Participating member.

3.) Associate Membership: \$15.00

This level is for individuals who do not regularly compete but wish to receive updates. They may not run as a Participating Member or vote in SWCDA elections.

d. *Participating or Family Membership is required before going to the post in order to receive Dog of the Year and qualifying points.*

e. *The membership elects the Board of Directors.*

B. Classes: *The SWCDA recognizes the following classes: Open, Ranch, Nursery, Intermediate and Novice. To compete in a class both handler and dog must meet the requirements as stated in their respective definitions. If cattle and circumstances allow, SWCDA hosted trials may ask classes to demonstrate more difficult type obstacles such as, but not limited to; sorts, trailer loading and unassisted obstacles such a fetches, drives, cross-drives and weaves. An individual trial host or committee may include these types of obstacles if they see fit but are not obligated to do so to be a SWCDA sanctioned trial.*

1. Open Class – *Any dog may compete in the Open class. Open is considered the ultimate test of handlers and dogs to perform the task of a working ranch and trial-oriented competition.*

2. Ranch Class- *Any dog, regardless of age, may compete in the Ranch class. This class is designed to accommodate dogs that are not ready to compete in the Open class.*

3. Nursery Class - *A Nursery dog is classified as a Ranch dog for handler and dog definition. Which is; Dogs eligible to compete in sanctioned Nursery trials must have been born after May 1st three years prior to the year of the finals in which they are competing. Example: Dogs born after May 1st 2019 to compete in 2022 season finals.*

A Novice handler may not run a dog in the Nursery class.

4. Intermediate Class - *This class is designed for any handler who has never entered the Open class. Any dog regardless of age may compete. This class is to allow intermediate/novice handlers another class option to gain experience.*

5. Novice Class – Designed for the experience of the handler. Any dog of any age may compete in the novice class. **Novice can only compete in the Novice class anywhere.**

6. A dog may be run by 2 or more handlers at the same trial as long as one of the classes is Novice.

7. If any handler is unable to compete, he/she may have another handler trial his/her dog in their place. The dog **Must** be trialed in its competing class. It may not move up or down in classes. Novice handlers would still be **unable** to trial a dog in the Open class. **Examples:** An Open handler may trial another Open Handler's dog in the Open. A Novice handler may trial another Novice handler's dog in the Novice. If the dog is a Ranch/Nursery dog it may be shown by an Intermediate, Ranch or Open Handler.

C. Sanctioning: The rules herein apply only to SWCDA sanctioned trials. Points, trophies and earnings awarded by other associations are not considered in SWCDA Dog of the Year points. For a class or trial to count as a SWCDA sanctioned trial and receive DOY points, the trial host must submit a sanctioning application at least 30 days before the trial date. A trial host has the option of adding additional classes after 30-day cutoff date, but the classes will not be counted for SWCDA Dog of the Year points. All Nursery dogs should be age verified by the Trial Host whenever in doubt.

a. Sanctioned Trials:

1.) It is strongly recommended, but not required for all trials to offer all five classes (Open, Ranch, Nursery, Intermediate and Novice) in order to be considered a SWCDA trial.

2.) Trial Host; First and foremost, all SWCDA sanctioned trials within SWCDA region (Texas, Oklahoma, New Mexico) must follow SWCDA rules regardless of other co-sanctioning associations.

Outside the region, if sanctioning with other associations, it must be determined on their sanction form who's rules they will follow.

Trial Host; has the control of the type of course he/she is offering (points, time, all or nothing, field trial or arena trial, etc.). It must be stated in their sanctioning application and advertised. A trial host is also the person in charge (unless someone else is appointed by the host). This person has final word on any rulings that take place at their trial. If a SWCDA BOD is present they may consult with the host on any infractions. Ultimately, if any person or dog is acting out of conduct, the trial host/appointed official, holds the right to disqualify anyone without refund of monies.

3.) A trial host reserves the right at his/her trial to limit the number of dogs being run by a handler due to circumstances such as; limit of cattle or time allotment. Each Host must make this aware to the website official and must be posted 30 days prior to the date of the trial. The Host may not exclude anyone from entering unless he/she is not in good standing with SWCDA.

4.) If a trial is sanctioned with any other associations, the trial host must determine which association will be the Primary host and who's rules they will be following and must be stated in their sanctioning form. A sanctioning fee must be paid to the SWCDA for each Open, Nursery, Intermediate and Novice dog competing in the trial. It is the trial Host's responsibility to send their sanctioning fees and results in a timely manner.

5.) Where the number of entries is too low to constitute a qualifying trial, the sanctioning fee will not be paid and points will not be given. (Less than 4 dogs per class).

6.) The SWCDA sanctioning fee is \$5.00 per entry per trial. The sanctioning fee, along with the complete trial results must be sent to the SWCDA Secretary as soon as practical after the trial date.

7.) The division of premium money is at the trial Host's discretion. It should be included in the sanctioning application and properly advertised on the website.

8.) Any major deviations from SWCDA guidelines or rules may result in disqualification as a sanctioned trial.

Exhibition & Jackpots: SWCDA trials or SWCDA sanctioned trials **Do Not allow any exhibition runs.** Any dog may run in a jackpot class without affecting their SWCDA class standing. No Dog of the Year points will be awarded.

E. Handler:

a. It is each handler's responsibility to familiarize themselves with the rules and each trial Host accepts the responsibility to enforce these rules at each trial. Any questions on the rules should be discussed before the trial begins.

b. A trial sponsor/host must be a member in good standing of the SWCDA.

c. Handlers with physical disabilities will be allowed the use of tools that are not normally accepted such as; (binoculars, wheelchairs, electric scooters or walking aids). While not normally accepted as a tool, a horse or mule may be considered on a case-by-case basis after the handler has submitted a petition to the BOD to be voted on. If a horse or mule is used, the animal will be treated as the handler insofar as they cannot get out of a walk, cannot be used in a cutting horse capacity and they cannot enter any part of the obstacle. Handlers needing these tools should notify the trial host of their needs before the trial starts so there are no surprises. The SWCDA encourages those with physical handicaps to participate in our sanctioned events and believe that trial hosts and trial officials should make a reasonable effort to accommodate these handlers.

d. A handler shall not enter the trial field at any time with any kind of training device, including but not limited to; a crook or sorting stick. **All collars/leashes must be removed before casting your dog with no physical contact between the**

handler and dog. *The trial committee, representative, or other trial official **will disqualify** a handler if he/she cast their dog with any such equipment or physical contact between dog and handler.*

e. A handler is responsible for injury to livestock and property, both on and off the trial field that results from a dog being loose and/or out of control.

f. Handlers should always demonstrate sportsmanlike conduct. Refer back to section d. under Board of Directors.

Definition of Handlers:

1. Open

An Open handler is an advanced handler in cattle dog trials. Any handler can compete in the Open class. If a handler has run an Open cattle dog anywhere in the world, they are considered an Open handler. An Open handler may also trial a non-open dog in the Ranch/Nursery Classes but not in the Novice or Intermediate Classes.

2. Ranch Class

A Ranch handler is an intermediate handler, or an Open handler with a non-open dog.

This handler may compete in the Ranch Class with a dog that may have been advanced from the Novice or Intermediate Class.

This handler may compete in the Ranch Class with a dog that has a history of Open Class competition.

This handler cannot move a Ranch dog down to the Novice Class

3. Intermediate

The Intermediate class is limited to handlers who are not competing in the Open class. Any dog may compete in the Intermediate class. An Intermediate handler may acquire a dog of any level at any time during the qualifying year and make that dog part of his/her Intermediate team. However, once a dog is part of an Intermediate team, it must, during that qualifying year, be run only by that handler to maintain the Intermediate eligibility of that team. The team may compete in any class, except Open, for which the dog is eligible

Unlike in the Open and Nursery classes, where points are earned by the dog and may be transferred with the dog to a new owner or handler, in the Intermediate class points are awarded to the handler/dog team.

4) Novice Class

A Novice handler is a beginning handler and can run in Novice only anywhere.

If a Novice handler runs in any class higher than Novice anywhere, they will be instantly moved to the Intermediate class in SWCDA.

A Novice handler cannot run in Nursery, Ranch, Non-Pro or Open

A Novice handler can run an Open or Ranch dog in the Novice Class.

A Novice handler may run a dog that has been run by another handler in another class at the same trial.

F. Dog

a. Any dog may compete regardless of breed, age or color. A dog is not required to be registered or purebred.

b. Handlers must remove all leads and collars before calling for cattle with no physical contact with their dog.

Any devices used to distract or cause pain to a dog is highly forbidden.

c. A trial official has the right to inspect a dog for a violation to this rule.

d. All dogs should be kept securely tied, on a leash or in a crate when not competing. While realizing that ropes can be chewed and chains can be broken, if a dog gains access to the trial course while competition is under way through negligence of the owner/handler, a trial official has the right to assess disciplinary action against the dog and its owner, including disqualification of the handler and dog team for the duration of the trial being held.

Classification of Dogs

- 1. **Open** – Any dog that has run in an Open Cattle Class anywhere in the world.*
- 2. **Ranch** – any dog that has not yet advanced to the Open Cattle Class or an Open dog that is being trialed by a Novice or Ranch handler.*
- 3. **Nursery** – Any dog that is born after May 1st three years prior to the year of the SWCDA finals in which it is competing and is being trialed by an Intermediate, Ranch or Open handler.*
- 4. **Intermediate**- an Intermediate dog is any dog being run by an Intermediate or Ranch handler that has never competed in the Open class.*
- 5. **Novice**- A Novice dog is any dog being run by a Novice handler in the Novice class.*
- 6. If a dog, other than a dog in the intermediate class is sold, the qualifying points travel with that dog. This would mean that if the dog had 2 qualifying trials by handler A, then handler B would have to participate in 1 trial with the dog to be qualified for the SWCDA finals.*

G. TRIAL RULES

Draw

- 1. The complete run order must be drawn prior to the first entry in the class competing.*
- 2. If an entry is pulled after the draw, the handler may be liable for the entry fee.*

3. *A draw in a run order consists of a dog/handler team*
4. *Unless there are extenuating circumstances, an entry must run in order drawn. Such as multiple dogs being run by same handler. Officials may allow one run in between dogs to keep flow of trial going.*
5. *A handler cannot name the order in which his/her dog shall run.*
6. *A random or rotation draw determines the run order.*

Rulings

- *The person giving the handler meeting is the official of that trial. What he/she states is the final ruling. This person is usually the trial Host; however, the trial Host can delegate this duty.*
- *No exhibition runs will be allowed*
- *If a handler starts to run and doesn't stop or make a definite pause after the second step it will be considered a run and the handler will be disqualified.*
- *If logistics and cattle allow, the fetch, at least in the Open class, must be completed with the handlers remaining behind the handler's line unless a handler chooses to forfeit their points for the first obstacle by crossing the handler's line in order to help their dog.*
- *If a handler's line is used in any class and handler is required to stay behind that line, crossing the line before allowed will result in a disqualification.*
- *The Ranch/Nursery/ Intermediate/Novice Classes should be offered the same number of obstacles with same amount of time as is offered in the Open class.*
- *In general, the course difficulty in Ranch/Nursery should be less than in the Open and course difficulty in Intermediate/Novice less than in Ranch/Nursery. To attain this, obstacles entrances may be widened, extra panels extending the wings may be added, etc. Also, course difficulty for all classes may be made more difficult on the second go.*
- *Breaking ties when the handlers have not finished the course in the allotted time will be when all stock have crossed the Handler's (time) line, completed the first obstacles or have completed the second obstacle. If a Handler's*

line is used as part of the course, the handler that did not forfeit points by crossing the Handler's line in order to assist his dog, will be determined to have a higher placing than the tied runoff the handler that did cross the Handler's line and assist his dog.

- *Contestants must not go into or through an obstacle until completed. If a contestant goes into or through the obstacle they are working, they will be disqualified. Contestants cannot reach through and or touch **any** panel, fence or gate (unless the gate is part of working the obstacle). If handlers touch the stock they will be disqualified. Contestants will also not be allowed to waive a cap/hat, carry a leash in hand or use anything else as an extension of their body to affect the movement of cattle in an attempt to gain time and/or points, or the handler will be disqualified.*
- *If time has not expired and the last obstacle is being attempted and one or more head won't get near the entrance and one or two do go in, the handler may signal the trail official that he is satisfied with less than all and will get credit for the number in, or through the obstacles, but he will be charged with the full allotted time to finish the course.*
- *If time has expired before the handler has completed the course, the handler will be given credit for the stock that has completed the obstacle being worked.*
- *If a cow jumps out of the arena, or a loose dog gets on the trial field, or other unforeseen circumstances occur through no fault of the handler, the clock will be stopped. Trial officials will have the option of commencing the run from the same point where the original run was stopped, with all points and deductions standing or award a completely new run. If the handler's dog is responsible for the livestock leaving the course it will be an automatic disqualification.*
- *While recognizing that it is often necessary for a dog to bite a cow to turn it, excessive or out of control biting will **not** be tolerated. (a dog who hangs on to the livestock as it runs down the arena, or bites so hard to bring the animal down). If it is deemed to be excessive, the handler/dog will be*

disqualified for that run. Unstockman-like handling towards the livestock is grounds for disqualification.

H. Finals: *Each class (Open, Ranch, Nursery, Intermediate and Novice) is represented at the SWCDA Finals Trial held at the end of each trial year. Finals Champions are determined by their performance at the Finals Trial.*

Finals entries will be \$300/dog/class and will be limited to two dogs per person per class. With no money back for any reason after entry money has been deposited. However, a dog can be substituted before the finals start if that dog qualifies.

To be eligible for the SWCDA Finals Trial, a handler must be a member in good standing and their dog must have competed in at least (3) SWCDA sanctioned trials, the year of the Finals.

- a. The handler and owner of the dog must be a paid, participating or family member prior to going to the post before the dog can earn qualifying or Dog of the Year points.*
- b. Qualifying trials and points are earned by and belong to the dog regardless of handler or ownership changes. A dog that changes class during the year must compete at the Finals in the same class in which it last competed.*
- c. Dog of the Year points will be awarded for each go around at the Finals trial, but NOT on the average.*
- d. Presently there are two (2) go-rounds for each class (Open, Ranch, Nursery, Intermediate and Novice). The premium money will be divided into 50% for each go-round and prizes for the average.*
- e. All cattle used in the SWCDA finals must be exposed to dogs prior to the first go-round.*
- f. The course will be set up by the Finals Trial committee when they arrive at the trial site and have had time to observe the disposition of the stock, the physical attributes of the arena, the location of the bleachers*

and so forth. The committee may modify the course in each class as they see fit.

- g. Handlers will have the full amount of the allotted time to complete as much of the course as they can.*
- h. All livestock must complete each obstacle, including the first one, before moving on to the next obstacle. If some of the stock goes through an obstacle and some do not, the handler may collect those not having gone through before they mix with the others and they can be put through for full points, but if the two groups mix, they all must be put through again before moving on to the next obstacle.*
- i. If a handler chooses to retire the run, handler will be given all points earned up until the time of the retirement, with full time.*

I. Dog of the Year:

DOG OF THE YEAR: *Dog of the year points are awarded and figured the same as in the NCA. The top 30% of dogs in a class will earn points. **A class must have a minimum of 4 dogs.** Point calculations example: 30 points are given for each dog in a class. A class with 8 dogs would be calculated as follows: 8 dogs x 30 points each = 240 total points for the class. The dog that placed 1st in the class will earn 240 points. You then subtract 100 points for each place thereafter until you can no longer subtract 100. So, 2nd place will earn 140 points and 3rd place will earn 40 points. If less than (4) dogs are entered in a class, no points will be awarded and the host trial has the right to exclude any awards, but would still earn payback monies.*

- a. *There shall be no restrictions on the number of trials a dog may run in to earn DOY points. However, the Dog of the Year and Reserve Dog of the Year is determined by adding the dog's top five point earning trials plus the two runs at the Finals.***

- b. *In case of a tie for DOY there will be a “shootout” to break the tie. The shootout will take place at the end of the finals run order. The committee will use a draw to pick the run order of the shootout and the trial course will be modified from the course run during the finals. If needed, we will allow dogs to have an opportunity to rest before coming back to compete for the shootout.*

c. **Dog of the Year Points Example:**

# of Entries	1 st	2 nd	3rd	4 th	5 th
4	4x30= 120pts	120- 100=20 pts	0		
8	8x30= 240	240- 100=140 pts	140- 100= 40pts.		
15	15x30= 450 pts	450- 100=350 pts	350- 100=250 pts	250- 100=150 pts	150- 100=50 pts

J. Compulsory Advancement:

- ***The Dog of the Year, Reserve Dog of the Year, Finals Champion and Reserve Finals Champion will be required to advance to the next highest class i.e., Novice to Intermediate, Intermediate to Ranch and Ranch to Open.***
- ***Finals Champion and Reserve Champion will be required to move to the next highest class.***
- ***Board of Directors has the right to move a dog and/or handler up to a higher division at the end of the year.***

- **Board of Directors has the right to move a dog and/or handler down to a lower division upon the request of the handler at the end of the year.**
- **Intermediate and Novice Dogs that are required to move up, Handler and Dog both will move.**
- **If a handler/dog has been moved up to a higher class in another association, he/she will be expected to run in that same class in the SWCDA.**

Suggested Percentages of Monies Paid

<i>Places Paid</i>	<i>1st</i>	<i>2nd</i>	<i>3rd</i>	<i>4th</i>	<i>5th</i>	<i>6th</i>	<i>7th</i>	<i>8th</i>	<i>9th</i>	<i>10th</i>
One	100%									
Two	60%	40%								
Three	50%	30%	20%							
Four	40%	30%	20%	10%						
Five	30%	25%	20%	15%	10%					
Six	30%	24%	18%	12%	9%	7%				
Seven	28%	23%	16%	12%	9%	7%	5%			
Eight	25%	20%	15%	12%	10%	8%	6%	4%		

Numbers of Places to Pay

1 Place for every 3 Entries		1 Place for every 4 Entries		1 Place for every 5 Entries	
# of Entries	Pay	# of Entries	Pay	# of Entries	Pay
1-4	1	1-5	1	1-7	1
5-7	2	6-9	2	8-12	2
8-10	3	10-13	3	13-17	3
11-13	4	14-17	4	18-22	4
14-16	5	18-21	5	23-27	5
17-19	6	22-25	6	28-32	6
20-24	7	26-29	7		

SWCDA –Futurity Rules

SWCDA will hold its futurity during the course of the SWCDA Finals Trial.

Futurity Eligibility

- *Dogs must be 30 months or younger on or before Nov. 1st of the year of the Futurity.*
 - *Age of the dog must be proven by registration.*
 - *Any breed registration is accepted*
 - *Copy of papers must accompany entry fee and form.*
- ***Dogs cannot be trialed or exhibited in a trial anywhere in the world prior to the SWCDA futurity.*** *This includes any competition format that is hosted by trial affiliations/organizations/associations as well as dog breaking cattle for a trial.*
- *If SWCDA finds out that the dog has been trialed or exhibited prior to the SWCDA futurity, all monies and trophies will be forfeited and/or refunded.*

Futurity Guidelines

- *SWCDA futurity will be run as a separate class.*
- ***All dogs that run in the SWCDA futurity will be eligible to run in the SWCDA Association Finals **in one class only.** (Entry money for those classes will be required and no points towards dog of the year will be given.)***
- *If logistics allow, futurity dogs will have their own set of fresh (dog exposed) cattle.*
- *Course obstacles will be set by the SWCDA Board of Directors, with consideration to age and lack of experience of dogs, temperament of cattle and arena design.*

- *The futurity class will be run prior to the regular membership finals.*
- *Any handler may trial a futurity dog at the SWCDA futurity as long as he and the dog's owner are members in good standing of the SWCDA.*
- *It is each handler's responsibility to check with other organizations to see if this might affect his/her status with those associations.*
- ***Entry fee is \$350/dog and is due no later than September 30th of that year.***
- *100% payback-less cattle charge and expenses.*
- ***No Entry Fee will be refunded after the cut-off date for any reason. However, substitutions can made due to injuries at the discretion of the BOD.***
- *Payout plus trophy buckles will be awarded to the Champion and Reserve Champion.*
- *Payout scale is determined by the number of entries. (10 to 1) 1 place for every 10 dogs.*
- *Board of Directors will decide the payout percentages based on number of entries. Example: 50%, 20%, 10%, 8%, 7%, 5%.*
- *All information regarding the futurity class will be posted to the website 15 days prior to the event. Such information will include but not limited to; date, time, location, and so forth.*

Maturity Guidelines:

- *The Maturity class will be for all dogs that have **competed** in the past 2 previous SWCDA Futurities.*
- ***Entry Fee is \$350/dog and is due no later than September 30th of that year.***
- *Payout scale will be 1 to 10. 1 place for every 10 dogs.*
- *No Entry fee will be refunded after the entry date for any reason. However, a dog may be substituted if he qualifies.*

Statement of Responsibility

I HEREBY AGREE TO HOLD THE SOUTHWEST CATTLED OG ASSOCIATION (SWCDA), THE OWNERS OF THE PROPERTY WHERE ANY SWCDA EVENT IS TO BE HELD, AND ANY OTHER, BLAMELESS IN THE EVENT OF ANY ACCIDENT, THEFT, INJURY, OR LOSS INVOLVING MYSELF, MY DOG, OR ANY PERSONAL PROPERTY THAT I OWN OR HAVE BORROWED. I ACCEPT RESPONSIBILITY FOR THE SAFETY AND ACTION OF MY DOG(S). I CERTIFY THE DOG AND HANDLER ARE ELIGIBLE FOR THE CLASS ENTERED.

Signature _____ *Date:* _____

Print Name: _____

BYLAWS OF THE SOUTHWEST CATTLED OG ASSOCIATION

ARTICLE I. NAME.

The name of this organization shall be the Southwest Cattle dog Association.

ARTICLE II. PURPOSE.

The Southwest Cattle dog Association is a nonprofit corporation whose purpose is to foster, promote and develop the use of cattedogs for the benefit of farmers, ranchers, other livestock owners and cattedog handlers, to foster, promote and facilitate humane handling of livestock by encouraging proper use of well-trained cattedogs and to foster, promote and facilitate humane handling of livestock by educating farmers, ranchers, other livestock owners and cattedog handlers in the proper use of well-trained cattedogs. It shall conduct educational events, including clinics, trials and demonstrations, and shall sanction trials, keep records for the purpose of qualifying dogs for the State Cattedog Finals and shall be responsible for conducting the State Cattedog Finals.

ARTICLE III. MEMBERSHIP.

Section 1. General Qualifications. Any individual, family, partnership, corporation, association, or other entity may, by paying annual dues, be a member of the Southwest Cattle dog Association and shall be entitled to the benefits of such membership.

Section 2. Voting Rights. Those individual members of the Southwest Cattle dog Association who are current with respect to dues in the year of any vote and who have, in the 12 months preceding the vote, trialed a dog at any level at a cattedog trial at which one or more classes is sanctioned by the Southwest Cattle dog Association or is a member and owns a dog that has been trialed and handled by someone else)

Section 3. Membership Dues and Service Fees. The Board of Directors may determine from time to time the amount of membership dues and the amount of fees for services that shall be payable to the Southwest Cattle dog Association. The Board of Directors may also establish the time or times at which membership dues and service fees are due and payable, and procedures for dealing with members and others in default of payment.

Section 4. Annual Meeting. The annual meeting of the membership shall be held at the finals each year.

ARTICLE IV. DIRECTORS.

Section 1. Powers of the Board. A Board of Directors shall manage the property and affairs of the Association. Except as limited by law, the Board of Directors shall have and is vested with the power and authority to do, or cause to be done, any and all things for and on behalf of the Association, to exercise or cause to be exercised any and all of its powers, privileges or franchises and to seek the effectuation of its purposes and objectives.

Section 2. Number and Qualifications. The Board of Directors shall consist of not less than six (6) members of the Southwest Cattledog Association who are in good standing and who continue to trial every year while on the board. The Board of Directors may establish the method of election and appropriate steps to ensure that all members eligible to vote are provided a reasonable opportunity to vote.

Section 3. Term of Office. Beginning in 2012, The Board of Directors shall be elected by the members at the annual meeting. The term of office of the Directors shall be three years and until their successors are elected and take office. Nothing contained herein shall preclude a member of the Board of Directors from succeeding himself/herself.

Section 4. Election of Directors. Election of Directors shall take place at the State Cattledog Finals during the annual meeting. Nominations for each Board of Director will be taken from the floor and election will be by secret ballot. Ballots will be counted and results announced before the meeting adjourns.

Section 5. Commencement of Term of Office. Newly elected Directors shall commence their term of office on the first day following the conclusion of the State Cattledog Finals.

Section 6. Vacancies. In case of a vacancy on the Board of Directors, the Directors shall have the power to fill such vacancy with the appointment of a member who lives in the region with the vacant seat to serve the unexpired term until the election, at which time the opening would be filled in the same manner provided in Section 4.

Section 7. Compensation. No director shall receive any compensation for any service performed as a member of the Board of Directors or as a member of the Southwest Cattledog Association. However, by resolution of the Board, reimbursement for expenses, if any, may be allowed for performing duties assigned by the Board.

Section 8. Regular Meetings. Regular meetings of the Board of Directors, if held, shall be held with notice at such time or times and place or places as shall be fixed by resolution of the Board. Meetings may be held in person, by telephone conference call or by Internet forum. Any business may be transacted at a regular meeting. Any matter at hand will be voted on by the Directors in attendance with no proxies. The SWCDA Board of Directors or Committee members of any committee designated by such board may participate in and hold meetings by means of a private internet web forum that provides access to the meeting in a manner by which each member participating in the meeting can communicate concurrently with each other participant. Participation in a meeting under this procedure shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 9. Special Meetings. A special meeting of the Board may be called at any time by the President, or any three or more of the Directors by giving notice of such meeting to each member of the Board of Directors, either personally by mail or text, stating the time, place and purpose of any such meeting. The purpose of the special meeting must be specified in writing and provided to each Board member at the time the meeting is called.

Section 10. Quorum. At all meetings of the Board of Directors a majority of the whole Board shall constitute a quorum for the transaction of business, and the act of a majority of the Directors present at

any meeting at which there is a quorum, except as may be otherwise specifically provided by law or by these Bylaws or by Articles of Incorporation shall be the act of the Board of Directors.

Section 11. Resignation. Any Director may resign at any time by giving written notice thereof to the Board of Directors. Such resignation shall take effect at the time specified in the notice, and unless otherwise specified therein, formal acceptance of such resignation shall be necessary to make it effective.

Section 12. Removal. Any Director may be removed by the vote of two-thirds of the Directors present at any regular meeting or any special meeting called for that purpose at which a quorum is present and at least ten days previous written notice was provided and the Director is offered the opportunity to speak.

ARTICLE V. OFFICERS.

Section 1. General. The officers of the Southwest Cattledog Association shall consist of a President, a Vice-President, and a Secretary/Treasurer. No offices may be held by the same person.

Section 2. Election of Officers. The President, Vice-President and Secretary/Treasurer shall be elected annually, from the members of the Board of Directors, by the Board of Directors at the first Board meeting following the State Cattledog Finals.

Section 3. Term of Office. Each officer of the Association shall hold office for a term of one year or until a successor is selected, unless the officer is removed or resigns before such time. Nothing contained in these Bylaws shall preclude an officer from succeeding himself/herself, except that no person shall hold the office of President, Vice-President, or Secretary/Treasurer for more than three consecutive years.

Section 4. Compensation. Reimbursement for expenses, if any, of the President, Vice-President, or Secretary/Treasurer in attending meetings or carrying out responsibilities designated by the Board of Directors shall be fixed by the Board of Directors. Compensation for the staff and expenses for carrying out official responsibilities shall be fixed by the Board of Directors.

Section 5. Removal. Any officer may be removed by the vote of two-thirds of the Directors present in person at any regular meeting or any special meeting called for that purpose at which a quorum is present and at least ten days previous written notice was provided and the officer is offered the opportunity to respond to any accusations.

Section 6. Resignation. Any officer may resign at any time by giving written notice of such resignation to the Board of Directors.

Section 7. Vacancies. Vacancies caused by the death, resignation, incapacity, removal or disqualification of any officer shall be filled by the Board of Directors. Any person so appointed to fill such vacancy shall serve at the pleasure of the Board for the un-expired term of the predecessor or until the successor is elected and commences the term of office.

Section 8. President. The President shall preside at all meetings of the membership and the Board of Directors and shall be a member ex-officio, with the right to vote, on all committees. The President shall also, at the annual meeting of the Southwest Cattledog Association and at such other times as the President deems proper, communicate to the membership and to the Board of Directors such matters and make such suggestions as may, in the President's opinion, tend to promote the prosperity and welfare and increase the usefulness of the Southwest Cattledog Association. The President shall have

power to execute on behalf of the Southwest CattleDog Association and in the name of the Southwest CattleDog Association, any deed, contract or other instrument requiring the signature of an officer of the Southwest CattleDog Association, except where the signing an execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Southwest CattleDog Association. The President shall not have the power to execute on behalf of or in the name of the Southwest CattleDog Association any note or other obligation of indebtedness without the specific authorization of the Board of Directors. Unless authorized by the Board of Directors, no officer, agent or employee shall have any power or authority to bind the Southwest CattleDog Association in any way, to pledge its credit or to render it liable pecuniary for any purpose or in any amount. The President shall perform such other duties as are necessarily incident to the office of the President.

Section 9. Vice-President. The Vice-President shall act in the capacity of the President in the event of the President's absence, disability or death and shall perform such other specific duties as may be assigned by the President or the Board of Directors.

Section 10. Secretary/Treasurer. The Secretary/Treasurer shall issue notices of meetings, keep minutes of all Board of Directors and membership meetings, keep all records of the Southwest CattleDog Association, including the membership roll, and records on the Southwest CattleDog Association website, in such manner as may be directed by the Board of Directors. The Secretary/Treasurer shall prepare a suitable report of financial and other business of the Southwest CattleDog Association for the regular annual meetings, or at such times as may be considered necessary by the President. The Secretary/Treasurer shall also carry out such other duties as the Board of Directors may determine.

Section 11. Delegation of Duties. If any officer is absent, or unable to act, or for any other reason the Board may deem sufficient, the Board may delegate, for the time being, some or all of the functions, duties, powers and responsibilities of any officer to any other officer, agent, or employee of the Association or other responsible person, provided a majority of the whole Board concurs therein.

Section 12. Appointment of Other Officers and Agents. The Board of Directors may also appoint, from time to time, such other officers, agents and attorneys-in-fact as it may deem necessary or advisable. All appointed officers, agents, and attorneys-in-fact shall hold their respective positions at the pleasure of the Board or for such terms as the Board may specify, and they shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors or by an elected officer empowered by the Board to make such determination.

ARTICLE VI. COMMITTEES.

Section 1. Committees. The Board of Directors may, from time to time, establish such committees as it deems necessary or appropriate, with such powers and authority, as the Board shall designate. The members of each committee shall be appointed by the President with the approval of the Board of Directors. A majority of the members of any committee shall constitute a quorum for the transaction of business at any meeting of that committee. Each committee shall meet at such times as may be designated by the President or the Board of Directors.

Section 2. Place of Meeting. Meetings of committees may be held at any place, via telephone conference or via Internet forum as determined by the President or by the Board of Directors.

Section 3. Compensation. Reimbursement for the expenses, if any, of attending meetings of any committee shall be designated and approved by the Board of Directors.

Section 4. Removal. Any member of any committee may be removed by a vote of the Board of Directors at any meeting at which a quorum is present.

Section 5. Resignation. Any member of any committee may resign at any time by giving written notice of such resignation to the President or Board of Directors.

Section 6. Vacancies. Vacancies caused by death, resignation, incapacity, removal or disqualification of any member of a committee shall be filled by the President with the approval of the Board of Directors.

ARTICLE VII. GENERAL PROVISIONS.

Section 1. Fiscal Year. The fiscal year of the Southwest Cattledog Association shall be such as may be designated from time to time by the Board of Directors.

Section 2. Financial Controls. Funds of the Southwest Cattledog Association shall be handled and expended in keeping with accepted budget and accounting practices under policies established by the Board of Directors. Funds kept in deposit accounts will be monitored at regular intervals to ensure that reasonable returns are achieved on investments.

Section 3. Indemnification of Directors, Officers and Agents. Each person who is or was a Director, officer or agent of the Southwest Cattledog Association or is or was serving at the request of the Southwest Cattledog Association as a Director, officer or agent or another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Southwest Cattledog Association as of right to the full extent permitted or authorized by the laws of the State of Texas. The indemnification provided by this Bylaw provision shall be indemnification against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with any action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interest of the Southwest Cattledog Association, and with respect to any criminal action or proceeding, has no reasonable cause to believe the conduct was unlawful. No person shall be liable to the Southwest Cattledog Association for any loss, damage, liability, or expense suffered by it on account of any action taken or omitted to be taken as a Director, officer or agent of the Southwest Cattledog Association or of any other corporation, partnership, joint venture, trust, or other enterprise, that the person serves as a Director, officer or agent at the request of the Southwest Cattledog Association, if the person exercised the same degree of care and skill as a prudent person would have exercised under the circumstances in the conduct of their own affairs, or if the person took, or omitted to take, such action in reliance upon the advice of counsel for the Southwest Cattledog Association or for such other corporation, firm, or other enterprise, or upon statement made or information furnished by Directors, officers or agents of the Southwest Cattledog Association or of such other corporation, firm or other enterprise that the person had no reasonable grounds to disbelieve. The indemnification provided by this section shall inure to the benefit of the heirs, executors and administrators of such person.

Section 4. Corporate Offices. The Southwest Cattledog Association may have such corporation offices within or without the State of Texas as the Board of Directors may from time to time designate or as the business of the Southwest Cattledog Association may require.

Section 5. Records. The Southwest Cattledog Association shall keep accurate books and records of account and shall also keep Minutes of the meeting of its members, Board of Directors and each committee having any of the authority of the Board of Directors.

Section 6. Amendments. These Bylaws may from time to time be altered, amended or repealed, or new Bylaws may be adopted by the vote of two-thirds of the members eligible to vote who cast mail ballots on such matter.

Article VIII. DISSOLUTION

Section 1. Dissolution. Dissolution of the Southwest Cattledog Association shall be authorized only by the affirmative vote of two-thirds (2/3) of the members of the Board of Directors.

Section 2. Distribution of Assets. Upon dissolution the assets of the Southwest Cattledog Association shall be applied and distributed as follows:

- a) All liabilities and obligations of the Southwest Cattledog Association shall be paid and discharged or adequate provisions shall be made therefore.
- b) Assets held by the Southwest Cattledog Association on condition requiring return, transfer, or conveyance which condition occurs by reason of dissolution shall be returned, transferred, or conveyed in accordance with such provisions.
- c) After all expenses have been paid, assets received and held by the Southwest Cattledog Association subject to limitations permitting their use only for charitable, or similar purposes but not held upon condition requiring return, transfer or conveyance by reason of the dissolution shall be transferred or conveyed to one of more charitable organizations.
- d) Under no circumstances shall any of the Southwest Cattledog Association's assets be distributed to any officer or Director of member of the Southwest Cattledog Association.

CERTIFICATE

We, the undersigned, hereby certify that these updated foregoing Bylaws were duly adopted by the members of the Southwest Cattledog Association on the 6 day of February , 2024.