

NFHR BOARD OF DIRECTORS MEETING MINUTES
Tuesday April 2, 2024 6:00 PM MST

CALL MEETING TO ORDER:

ROLL CALL: Kelsey.

Kelsey Sayers (President), Beth German (Vice President), Cherrie Nolden (Secretary), Holly Durst (Treasurer), Cynthia Madden, Teresa Kandianis, Ardeth Obernaf, Lisa Otten, Jeanne Poirier (Registrar).
Not present: Margaret Bogie (on suspension).

OPENING AND PRESIDENT'S MESSAGE – Kelsey.

Erin Kinn has agreed to be the editor for the Herald for \$900 per issue, pending the contract decided upon by the BOD.

REGISTRAR REPORT – Jeanne.

2024 Foals – 2. Lots just hitting the ground now, this number will go up very soon.

2024 Annual and Life Memberships: 419

2024 Herald Subscribers – 91

Jeanne has had several calls from old life members and their families who retired their life membership.

TREASURER REPORT – Holly.

NFHR Checking: \$17,388.55. NFHR Savings: \$18,332.77

Chart of Accounts – Jeanne (Attachment 1)

RATIFY MOTIONS - Approved by email, none

OLD BUSINESS:

1. Approve last BOD meeting minutes – Cherrie. Teresa moved and Beth seconded to approve the minutes. 7 ayes. Motion passed.

NEW BUSINESS:

1. 2024 Budget – Jeanne and Holly. Lisa moved to table the budget discussion to the next meeting. Beth seconded. Unanimously approved.
2. Treasurer to present new chart of accounts prepared by our bookkeeper. This will be available next meeting.
3. Herald Editor Contract – Kelsey. (Attachment 2). Beth moved to amend the editor contract to include a provision stating that if the vendor decides to terminate the contract prior to the expiration date, the vendor will give a 60 day notice of termination. Teresa seconded. Unanimously approved.
4. Resignation Policy – Beth. (Attachment 3). Teresa moved to approve the NFHR Board Member Resignation Policy presented by Beth. Cynthia seconded. Lisa moved to amend that the resigning board member talk to the whole Executive Committee. Cynthia seconded. 2 ayes, 4 nays. Amendment failed. Main motion. 6 ayes and 1 nay. Motion passed.
5. Bylaw Committee Update – Teresa. (Attachment 4). Discussion will continue in future meetings.
6. Promotion Committee Update – Cynthia. (Attachment 5). Cynthia dropped off the call before discussion started.

ADJOURNMENT

Moved: Teresa

Seconded: Ardeth

Time: 9:20 pm Unanimously passed.

Next meeting May 7, 2024, 6pm MST

Attachment 1

Chart of Accounts, summary of 2 pages, created by Jeanne, on accrual basis

Attachment 2

Herald editor contract

Attachment 3

3-29-23 DRAFT

NFHR Board Member Resignation Policy

[To be acknowledge and compliance agreed to by member's signature when member takes office and each year thereafter. Can be done when Code of Conduct is signed.]

In the event a member of the NFHR Board of Directors determines that it is necessary to resign before the expiration of their term, the member shall notify the President and Register in writing of such decision a minimum of two weeks before the effective date of the resignation. The member shall make themselves available to talk with a member of the Executive Committee before the effective date of the resignation, to discuss any pending committee work or other NFHR projects the member has been working on, and to provide the reason for the resignation if it is not included in the written notice. Prior to the effective date of the resignation, the member shall send all NFHR documents or records and any NFHR owned materials to the Registrar. The member shall also make themselves available on reasonable notice after the effective date of their resignation to answer questions and provide information relating to NFHR matters of which the member has knowledge.

Attachment 4

NFHR By-Laws Revisions

Synopsis:

NFHR By-Laws were recently amended by membership in a mailed vote received in December and tallied by an independent third party. By-Laws require that such changes be approved by 2/3 of the members voting.

Three changes were proposed and two passed:

Total membership ballots received for By-Law changes was 257 out of _____ ballots mailed.

Change #1 pertaining to loss of membership privileges passed with a vote of yes – 191 or 74.3% and no – 66 or 25.6%.

Change #3 pertaining to making changes to the Rules of Registration and Transfer amendment process so that a member vote is required rather than a decision solely by the Board. This passed with a vote of yes by 203 or 78.9% and no by 54 or 21%.

Change #2 pertaining to allowing non-members to Register and Transfer horses for a fee of double that of members did not pass by a vote of yes by 169 or 65.7% and no at 54 or 21%. Depending on rounding, this change just missed approval by 2 or 3 votes.

I believe this indicates a strong interest of the membership in allowing this change and so think it should be presented to the members again in the election mailing in fall of 2024. It is difficult to quantify how this would affect our member population, but it would certainly allow the Registry to see if it does with no harm to our membership. Our goal would be to get additional registrations and transfers from those who do not wish to be members of the NFHR.

ACTION: A Board vote to approve this motion for re-presentation to the members in fall, 2024.

FURTHER DISCUSSION: Other ideas have been presented at various times in regard to - Board size, moving from a membership base Registry to a fee for service Registry, changing the membership year so there is no grace period after December 31 (Heralds are digital now so doing so would not affect the Herald delivery that

was the reason for the grace period), requiring minutes to be posted timely on the NFHR website instead of in the Herald, and others.

I'd like to see others' proposals/ideas and comments on those above. We should have a brief conversation about which of the changes should be prioritized, put on the back burner, or discarded. Just to avoid confusion and a long ballot, we should also discuss the wisdom of limiting proposals each voting year, or having a special ballot mailing just for By-Laws, or . . . (recalling that we now require a membership vote for changes to Rules of Registration and By-Laws).

Attachment 5

PROMOTION COMMITTEE REPORT 4/2/2024

The Promotion Committee Survey closed on 3/31/2024, receiving 87 responses. I researched the feasible rate of return for this kind of membership survey and found that a 10 percent response is needed to make it statistically viable which was exceeded. I will proceed with preparing the final analysis and report, which I plan to complete by April 15th. The report will then be ready for Board comment and NFHR members. At that time, I will also announce the winner of the rosemaled carving.

NFHR Management Report 2023 End of Year

January - December 2023



Prepared by
Pearl Accounting Services, LLC

Prepared on
January 8, 2024

Balance Sheet

As of December 31, 2023

	Total
ASSETS	
Current Assets	
Bank Accounts	
1000 US Bank Checking	20,132.40
1015 US Bank Money Market-2573	0.00
1020 Bank of America CD	0.00
1030 PayPal	350.00
2036866 US Bank Savings-0218	18,330.52
A/D Fixed Assets	0.00
Total Bank Accounts	38,812.92
Accounts Receivable	
1200 Accounts Receivable	0.00
Total Accounts Receivable	0.00
Other Current Assets	
1022 Undeposited Funds	0.00
AR Other	0.00
Uncategorized Asset	0.00
Total Other Current Assets	0.00
Total Current Assets	38,812.92
Fixed Assets	
1040 Fixed Assets	0.00
1050 A/D Fixed Assets	0.00
Total 1040 Fixed Assets	0.00
Total Fixed Assets	0.00
Other Assets	
1060 Organization Fees	0.00
Total Other Assets	0.00
TOTAL ASSETS	\$38,812.92

LIABILITIES AND EQUITY

Liabilities

Current Liabilities

Accounts Payable

Accounts Payable (A/P)	2,461.75
------------------------	----------

Total Accounts Payable	2,461.75
-------------------------------	-----------------

Other Current Liabilities

2020.1 Deferred Income	11,090.00
------------------------	-----------

2100 Payroll Liabilities	8.23
--------------------------	------

PPP Loan	0.00
----------	------

Total Other Current Liabilities	11,098.23
--	------------------

	Total
Total Current Liabilities	13,559.98
Total Liabilities	13,559.98
Equity	
3900 Retained Earnings	28,470.52
Net Income	-3,217.58
Total Equity	25,252.94
TOTAL LIABILITIES AND EQUITY	\$38,812.92

Profit and Loss Comparison

January - December 2023

	Jan - Dec 2023	Jan - Dec 2022 (PY)	Total
INCOME			
4000 AWARDS	10.00		10.00
4000.01 Donations-Awards	165.00		155.00
4000.02 Hours of Fun			100.00
4000.03 Register of Excellence	50.00		100.00
Total 4000 AWARDS	225.00		365.00
4002 Discounts given	-270.00		-320.00
4005 Sales of Product Income			
4005.08 Shipping Income	148.34		250.35
4005.15 Microchip Sales			930.00
Total 4005 Sales of Product Income	148.34		1,180.35
4010 EVALUATION COMMITTEE			
4011 Donations	2,090.00		455.00
4015 Evaluations	3,775.00		
Total 4010 EVALUATION COMMITTEE	5,865.00		455.00
4020 NFHR OPERATIONS			
4020.01 Dividends and Interest	6.02		1.68
4020.02 Memberships			
2021 Me 2021 Memberships			56.95
2022 Membership			10,095.00
4020.03 Individual Membership	0.00		
4020.05 Family Membership	3,040.00		4,385.00
4020.08 Life	1,400.00		12,725.00
Gift Memberships	960.00		1,600.00
Individual Memberships	8,865.00		12,630.00
Total 4020.02 Memberships	14,265.00		41,491.95
4020.13 Web Site			
4020.14 Links	420.00		475.00
4020.15 Banner Ads			90.00
Total 4020.13 Web Site	420.00		565.00
Total 4020 NFHR OPERATIONS	14,691.02		42,058.63
4030 PROMOTIONS			
4030.01 Donations	1,374.61		215.00
Total 4030 PROMOTIONS	1,374.61		215.00
4035 PUBLICATIONS			
4040 Herald			
4040.01 Classified Ads	170.00		

		Total
	Jan - Dec 2023	Jan - Dec 2022 (PY)
4040.02 Subscriptions	6,285.00	1,045.00
4040.03 Display Ads	3,145.00	4,338.75
4040.04 Farm Listings	2,380.00	2,545.00
4040.05 Friend of Fjord Herald Donations	2,247.00	1,635.00
4040.06 Back issues	507.50	242.50
Total 4040 Herald	14,734.50	9,806.25
Total 4035 PUBLICATIONS	14,734.50	9,806.25
4060 REGISTRAR		
4060.01 DNA Recording	420.00	130.00
4060.03 Lease Recording	175.00	185.00
4060.04 Semen Transfer Permits	105.00	205.00
4060.06 DNA Kits	4,913.25	10,959.00
4060.07 Lost Registration Certificates	490.00	610.00
4060.08 Registrations	6,745.00	7,005.00
4060.09 Transfers	13,500.00	13,175.00
Total 4060 REGISTRAR	26,348.25	32,269.00
4090 Youth Committee		
4090.01 Donations - Youth	50.00	150.00
Total 4090 Youth Committee	50.00	150.00
4095 MEMBERSHIP COMMITTEE		
4095.01 Donations	4,175.00	
Total 4095 MEMBERSHIP COMMITTEE	4,175.00	
4100 EDUCATION		
4115 Donations	120.00	385.00
Total 4100 EDUCATION	120.00	385.00
Breeders Committee		
Donation-Breeders Committee	35.00	145.00
Total Breeders Committee	35.00	145.00
Uncategorized Income	71.00	
Total Income	67,567.72	86,709.23
GROSS PROFIT	67,567.72	86,709.23
EXPENSES		
5005 COST OF GOODS SOLD		0.00
5005.02 Bankcard Processing		1,441.06
5005.04 PayPal Fees	2,032.81	2,050.01
5005.15 Microchips		178.25
Total 5005 COST OF GOODS SOLD	2,032.81	3,669.32
6015 EVALUATION COMMITTEE-	1,788.00	
6018 Evaluation Supplies-General	60.95	
Total 6015 EVALUATION COMMITTEE-	1,848.95	

		Total
	Jan - Dec 2023	Jan - Dec 2022 (PY)
6025 FHI COMMITTEE		
6025.02 Travel		66.01
Total 6025 FHI COMMITTEE		66.01
6035 NFHR OPERATIONS-		
6039 Software	2,463.00	960.00
6041 Travel	2,884.58	
6042 Annual BOD Face2Face Meeting	1,390.00	
2022 Face to Face Meeting		813.94
Total 6042 Annual BOD Face2Face Meeting	1,390.00	813.94
6043 Bank Fees	13.00	178.94
6044 Communications		
6044.02 Fax Service	144.00	120.00
6044.04 Telephone	767.08	827.44
Zoom	196.88	186.48
Total 6044 Communications	1,107.96	1,133.92
6046 Dues and Subscriptions	154.50	1,024.26
6049 Insurance	2,081.00	703.00
6052 Office Supplies	2,173.84	1,987.95
6053 Salaries and Wages	5,621.10	
6056 Postage	1,225.40	1,803.60
6040 Stamps.Com Fee	1,216.25	311.88
Total 6056 Postage	2,441.65	2,115.48
6068 Professional Fees		
6068.01 Contract Labor		2,286.25
6068.02 Accounting	4,282.47	3,070.00
6068.03 Attorney	8,575.00	
Total 6068 Professional Fees	12,857.47	5,356.25
Other Business Expenses		105.51
Total 6035 NFHR OPERATIONS-	33,188.10	14,379.25
6054 Payroll Expenses		
6054.1 Payroll Taxes	2,337.34	2,345.54
6054.2 Payroll Wages	28,535.52	30,660.59
6054.3 Payroll fees	247.00	254.99
Total 6054 Payroll Expenses	31,119.86	33,261.12
6080 AWARDS-Expense		
6080.01 NFHR Awards	37.10	
6080.03 USDF Awards		151.63
Total 6080 AWARDS-Expense	37.10	151.63
6085 REGISTRAR-	25.00	10.00

		Total
	Jan - Dec 2023	Jan - Dec 2022 (PY)
6086 DNA		1,433.00
6086.03 Testing		5,376.00
Total 6086 DNA		6,809.00
Total 6085 REGISTRAR-	25.00	6,819.00
7105 WEB SITE		21.17
7105.02 Hosting	245.34	344.00
Total 7105 WEB SITE	245.34	365.17
7120 PROMOTIONS-		
7120.03 Promotional Materials		1,905.00
Total 7120 PROMOTIONS-		1,905.00
7125 PUBLICATIONS-		
7128 Herald	134.00	348.00
7128.01 Design & Layout	2,777.00	1,200.00
7128.02 Editor Fee	4,800.00	2,400.00
7128.04 Postage	683.85	933.89
7128.05 Printing	7,545.58	21,702.88
Herald Advertising Coordinator		298.50
Total 7128 Herald	15,940.43	26,883.27
Total 7125 PUBLICATIONS-	15,940.43	26,883.27
Marketing and Promotion		175.00
Total Expenses	84,437.59	87,674.77
NET OPERATING INCOME	-16,869.87	-965.54
OTHER INCOME		
6085 REGISTRAR-Donation-Support	13,792.29	
Misc. Income		1,545.00
Total Other Income	13,792.29	1,545.00
OTHER EXPENSES		
Other Miscellaneous Expense	140.00	179.82
Total Other Expenses	140.00	179.82
NET OTHER INCOME	13,652.29	1,365.18
NET INCOME	\$ -3,217.58	\$399.64

Budget vs. Actuals

January - December 2023

				Total
	Actual	Budget	over Budget	% of Budget
INCOME				
4000 AWARDS	10.00	360.00	-350.00	2.78 %
4000.01 Donations-Awards	165.00		165.00	
4000.03 Register of Excellence	50.00		50.00	
Total 4000 AWARDS	225.00	360.00	-135.00	62.50 %
4002 Discounts given	-270.00		-270.00	
4005 Sales of Product Income				
4005.08 Shipping Income	148.34		148.34	
Total 4005 Sales of Product Income	148.34		148.34	
4010 EVALUATION COMMITTEE				
4011 Donations	2,090.00		2,090.00	
4015 Evaluations	3,775.00	570.00	3,205.00	662.28 %
Total 4010 EVALUATION COMMITTEE	5,865.00	570.00	5,295.00	1,028.95 %
4020 NFHR OPERATIONS				
4020.01 Dividends and Interest	6.02		6.02	
4020.02 Memberships				
4020.05 Family Membership	3,040.00		3,040.00	
4020.08 Life	1,400.00		1,400.00	
Gift Memberships	960.00		960.00	
Individual Memberships	8,865.00	13,560.00	-4,695.00	65.38 %
Total 4020.02 Memberships	14,265.00	13,560.00	705.00	105.20 %
4020.13 Web Site		570.00	-570.00	
4020.14 Links	420.00		420.00	
Total 4020.13 Web Site	420.00	570.00	-150.00	73.68 %
Total 4020 NFHR OPERATIONS	14,691.02	14,130.00	561.02	103.97 %
4030 PROMOTIONS				
4030.01 Donations	1,374.61	132.00	1,242.61	1,041.37 %
Total 4030 PROMOTIONS	1,374.61	132.00	1,242.61	1,041.37 %
4035 PUBLICATIONS				
4040 Herald				
4040.01 Classified Ads	170.00	9,300.00	-9,130.00	1.83 %
4040.02 Subscriptions	6,285.00		6,285.00	
4040.03 Display Ads	3,145.00		3,145.00	
4040.04 Farm Listings	2,380.00		2,380.00	
4040.05 Friend of Fjord Herald Donations	2,247.00		2,247.00	
4040.06 Back issues	507.50		507.50	

				Total
	Actual	Budget	over Budget	% of Budget
Total 4040 Herald	14,734.50	9,300.00	5,434.50	158.44 %
Total 4035 PUBLICATIONS	14,734.50	9,300.00	5,434.50	158.44 %
4060 REGISTRAR				
4060.01 DNA Recording	420.00		420.00	
4060.03 Lease Recording	175.00		175.00	
4060.04 Semen Transfer Permits	105.00		105.00	
4060.06 DNA Kits	4,913.25		4,913.25	
4060.07 Lost Registration Certificates	490.00		490.00	
4060.08 Registrations	6,745.00	33,660.00	-26,915.00	20.04 %
4060.09 Transfers	13,500.00		13,500.00	
Total 4060 REGISTRAR	26,348.25	33,660.00	-7,311.75	78.28 %
4090 Youth Committee		192.00	-192.00	
4090.01 Donations - Youth	50.00		50.00	
Total 4090 Youth Committee	50.00	192.00	-142.00	26.04 %
4095 MEMBERSHIP COMMITTEE				
4095.01 Donations	4,175.00		4,175.00	
Total 4095 MEMBERSHIP COMMITTEE	4,175.00		4,175.00	
4100 EDUCATION				
4103 2012 Educational Forum		264.00	-264.00	
4115 Donations	120.00		120.00	
Total 4100 EDUCATION	120.00	264.00	-144.00	45.45 %
Breeders Committee		186.00	-186.00	
Donation-Breeders Committee	35.00		35.00	
Total Breeders Committee	35.00	186.00	-151.00	18.82 %
Uncategorized Income	71.00		71.00	
Total Income	67,567.72	58,794.00	8,773.72	114.92 %
GROSS PROFIT	67,567.72	58,794.00	8,773.72	114.92 %
EXPENSES				
5005 COST OF GOODS SOLD				
5005.04 PayPal Fees	2,032.81	2,052.00	-19.19	99.06 %
Total 5005 COST OF GOODS SOLD	2,032.81	2,052.00	-19.19	99.06 %
6015 EVALUATION COMMITTEE-	1,788.00		1,788.00	
6018 Evaluation Supplies-General	60.95		60.95	
Total 6015 EVALUATION COMMITTEE-	1,848.95		1,848.95	
6035 NFHR OPERATIONS-				
6039 Software	2,463.00	924.00	1,539.00	266.56 %
6041 Travel	2,884.58		2,884.58	
6042 Annual BOD Face2Face Meeting	1,390.00	816.00	574.00	170.34 %

				Total
	Actual	Budget	over Budget	% of Budget
6043 Bank Fees	13.00		13.00	
6044 Communications		1,308.00	-1,308.00	
6044.01 Constant Contact		1,200.00	-1,200.00	
6044.02 Fax Service	144.00		144.00	
6044.04 Telephone	767.08		767.08	
Zoom	196.88		196.88	
Total 6044 Communications	1,107.96	2,508.00	-1,400.04	44.18 %
6046 Dues and Subscriptions	154.50	588.00	-433.50	26.28 %
6049 Insurance	2,081.00	1,920.00	161.00	108.39 %
6052 Office Supplies	2,173.84	1,836.00	337.84	118.40 %
6053 Salaries and Wages	5,621.10		5,621.10	
6056 Postage	1,225.40	2,496.00	-1,270.60	49.09 %
6040 Stamps.Com Fee	1,216.25		1,216.25	
Total 6056 Postage	2,441.65	2,496.00	-54.35	97.82 %
6068 Professional Fees				
6068.01 Contract Labor		5,664.00	-5,664.00	
6068.02 Accounting	4,282.47		4,282.47	
6068.03 Attorney	8,575.00		8,575.00	
Total 6068 Professional Fees	12,857.47	5,664.00	7,193.47	227.00 %
Total 6035 NFHR OPERATIONS-	33,188.10	16,752.00	16,436.10	198.11 %
6054 Payroll Expenses				
6054.1 Payroll Taxes	2,337.34		2,337.34	
6054.2 Payroll Wages	28,535.52	35,184.00	-6,648.48	81.10 %
6054.3 Payroll fees	247.00		247.00	
Total 6054 Payroll Expenses	31,119.86	35,184.00	-4,064.14	88.45 %
6080 AWARDS-Expense				
6080.01 NFHR Awards	37.10	288.00	-250.90	12.88 %
Total 6080 AWARDS-Expense	37.10	288.00	-250.90	12.88 %
6085 REGISTRAR-	25.00		25.00	
6086 DNA				
6086.03 Testing		4,980.00	-4,980.00	
Total 6086 DNA		4,980.00	-4,980.00	
Total 6085 REGISTRAR-	25.00	4,980.00	-4,955.00	0.50 %
7105 WEB SITE				
7105.02 Hosting	245.34	240.00	5.34	102.23 %
Total 7105 WEB SITE	245.34	240.00	5.34	102.23 %
7125 PUBLICATIONS-				
7128 Herald	134.00	21,000.00	-20,866.00	0.64 %
7128.01 Design & Layout	2,777.00		2,777.00	

	Actual	Budget	over Budget	Total % of Budget
7128.02 Editor Fee	4,800.00		4,800.00	
7128.04 Postage	683.85		683.85	
7128.05 Printing	7,545.58		7,545.58	
Total 7128 Herald	15,940.43	21,000.00	-5,059.57	75.91 %
Total 7125 PUBLICATIONS-	15,940.43	21,000.00	-5,059.57	75.91 %
Total Expenses	84,437.59	80,496.00	3,941.59	104.90 %
NET OPERATING INCOME	-16,869.87	-21,702.00	4,832.13	77.73 %
OTHER INCOME				
6085 REGISTRAR-Donation-Support	13,792.29	21,702.00	-7,909.71	63.55 %
Total Other Income	13,792.29	21,702.00	-7,909.71	63.55 %
OTHER EXPENSES				
Other Miscellaneous Expense	140.00		140.00	
Total Other Expenses	140.00	0.00	140.00	0.00%
NET OTHER INCOME	13,652.29	21,702.00	-8,049.71	62.91 %
NET INCOME	\$ -3,217.58	\$0.00	\$ -3,217.58	0.00%

NOTE: Income is reduced by \$11,090.00 because we deferred that income to 2024. The NFHR accountant did not perform the deferment last year. This equates to over \$12,000 of 2023 membership income is in 2022's books instead of 2023.

Footnotes to the Financial Statements for the Year Ended December 31, 2023

Note 1: The Norwegian Fjord Horse Registry, Inc. (NFHR) is a non-profit entity incorporated in the State of Vermont in 1981. Its principal place of business is at 1801 W. County Road 4, Berthoud CO 80513. The NFHR is licensed to do business in the State of Colorado.

Phone: 303-684-6466.

Website: NFHR.com.

The principal publication of the NFHR is *The Herald*.

The NFHR is recognized by the Norwegian Fjord Horse International and maintains a close association with the Norwegian fjord horse organization in Norway.

For a brief history of the NFHR, please visit the web site.

Note 2: Board of Directors and Officers for 2024:

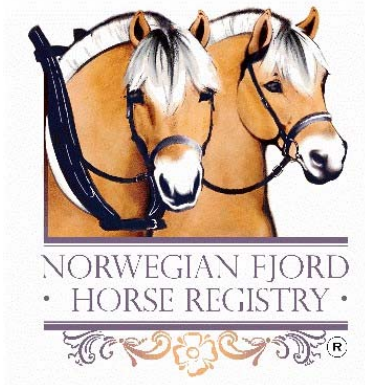
Kelsey Sayers	President, BOD	586-764-9170	2025
Jessica Reuterskiold	Vice President, BOD	608-921-5102	2026
Holly Durst	Treasurer, BOD	330-231-0524	2024
Cherrie Nolden	Secretary, BOD	608-477-1981	2024
Margaret Bogie	Board of Directors		2025
Beth German	Board of Directors	505-220-2972	2024
Cynthia Madden	Board of Directors	575-532-9595	2026
Lisa Otten	Board of Directors	803-984-2081	2025
Jim Raabe	Board of Directors	724-321-1146	2026

Jeanne Poirier, NFHR Registrar jeanne@nfhr.com

Note 3: Mission, Vision, and Goals

The mission of the Norwegian Fjord Horse Registry (NFHR) is to register and preserve the genetic purity of the Norwegian Fjord Horse and will include education about and the promotion of the breed.

The vision of the NFHR is to aspire to serve its membership by maintaining a sustainable organization to support and promote the Fjord Horse breed.



The Norwegian Fjord Horse Registry
1801 W. County Road 4, Berthoud, CO 80513-8312
office: (303) 684-6466 fax: (888) 646-5613
www.NFHR.com

NFHR HERALD EDITOR INDEPENDENT CONTRACT AGREEMENT

THIS INDEPENDENT CONTRACT AGREEMENT (herein referred to as "Agreement") is entered into on this ____ day of _____, 202__ between the Norwegian Fjord Horse Registry (NFHR) Board of Directors hereinafter referred to as the "Customer," and, _____, hereinafter referred to as the "Vendor". The following terms and conditions are hereby mutually agreed to by and between the Customer and the Vendor.

NFHR Fjord Herald: The Fjord Herald is published quarterly by the Norwegian Fjord Horse Registry (NFHR) as a "coffee table" quality print publication. The purpose of the Herald is to fulfill the mission of the NFHR as established in Article II of the NFHR By Laws. The magazine is available to NFHR members and non-member subscribers. Approximately 1,000 copies are printed for each issue.

NFHR Herald Committee: The Herald Committee is appointed by the NFHR Board of Directors. The committee reports to the Board and makes recommendations for Board action specific to the management of the Herald. It is the responsibility of the Herald Committee to act as Editor-in-Chief establishing publication goals and overseeing timely publication of the Fjord Herald. This committee also assists in soliciting and editing content and advertising. The Herald Committee also establishes deadlines for layout, printing and mailing of each issue.

ARTICLE 1 DEFINITION OF TERMS

1.1 BACKGROUND:

- A. The Customer is of the opinion that the Vendor has the necessary qualifications, experience, and abilities to provide services listed herein to the Customer.
- B. The Vendor is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement.

1.2 CUSTOMER: The term Customer refers to:

The Norwegian Fjord Horse Registry (NFHR) Board of Directors
1801 West County Road 4, Berthoud, CO 80513-8312
303-684.6466, www.NFHR.com

1.3 VENDOR: The term "Vendor" as used in this Agreement shall mean the person or entity responsible to perform the Contract Work described herein this Agreement. The Vendor is:

MICHELE HARN: _____

1.4 CONTRACT: The term "Contract" as used in the Independent Contract Agreement shall mean the Contract between the Customer and the Vendor. The Independent Contractor Agreement is this document in its entirety and the integrated agreement between the Customer and the Vendor for the "Services" listed herein.

ARTICLE 2

SCOPE OF SERVICES AND DEFINITION OF DUTIES

2.1 INDEPENDENT CONTRACTOR: Vendor shall at all times be an independent contractor and not an employee of the NFHR and shall not hold itself out as an employee of the NFHR. The Vendor and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service. Nothing in this Agreement is intended nor shall be construed to create any employee/employer relationship, a joint venture relationship, or to allow the NFHR to exercise control or direction over the Vendor. The NFHR shall not withhold, on behalf of Vendor, any sums for income tax, unemployment insurance, social security or any other withholding or benefit pursuant to any law or requirement of any governmental body.

2.2 SERVICES PROVIDED:

The Customer hereby agrees to engage the Vendor to provide the Customer with Services consisting of: **Editing the NFHR Fjord Herald Publication ("Editor")** with the scope of work set forth below. The Editor is ideally familiar with the Norwegian Fjord Horse and community and possesses experience in editing equine-related publications of a similar nature. The Editor (Vendor herein) contracts with and serves at the pleasure of the NFHR Board of Directors. This person works with and reports to the NFHR Herald Committee which, in turn, reports to the NFHR Board of Directors.

Responsibilities:

- Has overall responsibility for quarterly publication of a high-quality edition including solicitation of articles of interest to membership, dissemination of information consistent with the purposes of the NFHR and publication of information required by the By Laws and as designated by the Board of Directors together with advertising.
- Consults with the Herald Committee to develop issue themes and content.
- Posts a list of articles with approximate size, advertising and NFHR business for each issue by the agreed upon deadline.
- Works with the Layout person and manages the workflow of each issue, creating a list of each issue's features, columns, and other stories.
- Solicits articles, photos and artwork.
- Works closely with the advertising coordinator.
- Works with contributors of content to edit each submission.
- Ensures published material has been thoroughly and properly edited for content accuracy, punctuation, and submitted per timeline requirements
- Utilizes the current publication platform (Basecamp) in which to coordinate Herald content

2.3 The Services may also include any other projects which the Parties may agree upon.

ARTICLE 3

TERM OF AGREEMENT

3.1 TERM: The term of this Agreement (the Term) will begin on _____ and will remain in full force and effect until _____/automatically renewable _____ subject to earlier termination as provided in this Agreement.

**ARTICLE 4
PERFORMANCE OF WORK**

4.1 SCHEDULE OF WORK: In accordance with advertised deadlines for the Fjord Herald publication and the requirements in this Agreement, the Vendor agrees to abide by the following schedule for the print, production, and distribution of the publication. The established deadlines for publication are:

Issue	Spring	Summer	Fall	Winter
Content Submission to Editor	February 1	May 1	August 1	November 1
Final Product Delivered to Layout	April 1	July 1	October 1	January 1
Proof Delivered to Printer	May 1	August 1	November 1	February 1
Mailed	May 15	August 15	November 15	February 15

4.2 VENDOR PERFORMANCE: The Vendor shall use its best care, skill, and diligence in its work for the production of the Herald to be produced and delivered by the deadlines listed above. Failure to meet these deadlines is a breach of this Agreement and subject to termination.

If Vendor finds they are delayed in their work or ability to meet these deadlines due to personal or unforeseen circumstances, Vendor acknowledges they will communicate their concerns immediately with the Herald Committee, Customer, and Printer to ensure timely publication of the Herald. The Vendor will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.

Vendor shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits on its behalf.

Any question of conflict of interest with personal business interests in the Norwegian Fjord Horse industry will be adjudicated by the NFHR Board of Directors.

Vendor shall adhere to all NFHR Articles of Incorporation, By Laws and Board policies including but not limited to the NFHR policies governing Privacy and Terms of Use.

**ARTICLE 5
COMPENSATION**

5.1 COMPENSATION For the services rendered by the Vendor as required by this Agreement, the Customer will provide compensation to the Vendor:

\$1,200/_____ per issue

Payment will be issued by the NFHR via check within 10 days/60 days of final print notice from the Printer. Compensation is based on each issue and not payable yearly or in advance.

Initial Here

**ARTICLE 6
PROPERTY**

6.1 PROPERTY: Property is defined as any materials, documentation, records, and/or confidential information which is owned by the Customer.

6.2 USE OF CUSTOMER'S PROPERTY: The Vendor acknowledges that all property is owned by the Customer and is proprietary and prohibited from personal use, profit, and/or distribution. All content and discussion related to the NFHR BOD, its committees, and membership are considered private and are to be kept strictly confidential. Sharing of such proprietary information is subject to immediate termination of this contract. Vendor shall provide immediate and continuous access to all work product produced, in production or submitted for production including photographs, articles, advertising and any other submission to the Herald Editor in the course of this contract. The Vendor shall deliver to the NFHR Board of Directors immediately upon demand all such work product.

**ARTICLE 7
ADDITIONAL PROVISIONS**

7.1 MODIFICATION OF AGREEMENT Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be evidenced in writing and signed by each Party or an authorized representative of each Party.

7.2 ASSIGNMENT: The Vendor will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.

7.3 TERMINATION This Agreement may be terminated with cause, immediately upon breach of any term of this Agreement by either of the parties. Furthermore, this agreement can be terminated without any cause upon 60 days advance written notice to the other party.

7.4 DISPUTE RESOLUTION: The parties agree that any dispute between the parties shall first be resolved through mediation with an agreed-upon mediator. If the matter is not thereby fully resolved, the parties shall submit any dispute to binding arbitration before an agreed-upon arbitrator conducted pursuant to rules established by the American Arbitration Association. Any claim must be presented to the other party within one year.

7.5 GOVERNING LAW It is the intention of the Parties to this Agreement that this Agreement and performance under this Agreement, and all suits and special proceedings under it, be construed in accordance with the governed, to the exclusion of the law of any other forms, by the laws of the State of Colorado, without regard to the jurisdictions in which any action or special proceeding may be instituted.

7.6 SEVERABILITY In the event that any of the provisions of this agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of the Agreement.

7.7 WAIVER The waiver by either Party or a breach, default, delay, or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

I HAVE READ, FULLY UNDERSTAND, AND AGREE TO THE ABOVE TERMS IN THIS CONTRACT AGREEMENT

CUSTOMER: NFHR Board of Directors Representative:

Signature: _____

Print Name: _____

Date: _____

VENDOR:

Signature: _____

Print Name: _____

Date: _____