

## CHAPTER 21

### Rules Governing the Recording, Transfer, and Renewal of Livestock Brands

#### **Emergency rules are in effect no longer than 120 days after filing with the Registrar of Rules.**

##### **Section 1. Authority.**

(a) The following rules are promulgated pursuant to Wyoming Statutes 11-18-103(a)(v) and 11-20-115.

##### **Section 2. Definitions.**

(a) The definitions in W.S. 11-20-101 and the following definitions apply to these rules.

(i) “Abandoned Brand” means any Delinquent Brand of record or previously recorded Brand that is not rerecorded within two years of the expiration date of the Brand.

(ii) “Active Term” means the time period between a recorded Brand’s recording date and its expiration date, or if it has been rerecorded, the time period between its most recent rerecording date and its expiration date.

(iii) “Brand Owner” means a Person, as defined in W.S. 11-1-101(a)(v), who owns a legally recorded Wyoming Livestock Brand.

(iv) “Conflict” means a Brand that, in the opinion of the Board Director, is the same as, can be confused with, or misidentified with another recorded Brand.

(v) “Conflict List” means a list of letters, numbers, characters, or Brand Symbols maintained by the Board to assist in identifying Conflicts in Brand Applications.

(vi) “Delinquent Brand” means a previously recorded Brand that was not renewed within 60 days from the expiration date of the Brand and is not yet an Abandoned Brand.

(vii) “Person” has the meaning set forth in W.S. 11-1-101(a)(v).

(viii) “Renewal” means the process used to rerecord a Brand prior to or within 60 days after its expiration date as established by these rules.

(ix) “Renewal Notice” means the letter sent to the Brand Owner stating the Renewal Period, specified fee, and any other information needed to rerecord a Brand.

(x) “Renewal Period” means the time period between a Brand Owner’s receipt of a Renewal Notice and the 60th day after the Brand’s expiration date.

(xi) “Symbol” means a bar, dot, slash, wave, quarter circle, plus, cross sign, heart, diamond, box, three quarter box, triangle, arrow, spear, brace, bracket, mill iron, yoke, moon, crown, shield, or miscellaneous image.

(xii) “Transfer” means the transfer of an ownership interest in a recorded Brand by sale, assignment, transfer, devise, or descent.

(b) The singular includes the plural and the plural the singular when consistent with the intent of these rules and necessary to affect their purpose.

### **Section 3. Brand Recording, Change of Location, and Transfer Requirements and Processes.**

(a) To apply to record a Brand, a Person must submit a complete Brand application and the applicable fees.

(b) Board employees will process Brand applications in the order in which they are received and will not postpone processing an application.

(c) The Board will not approve a Brand application for a single number, letter, character, or Symbol except for those Symbols that qualify as a miscellaneous image.

(d) The Board will only accept a Brand application that specifies one of the following locations:

(i) For cattle, the left shoulder, left hip, left rib, right shoulder, right rib, or right hip.

(ii) For horses, the left jaw, left shoulder, left hip, left buttocks, right jaw, right shoulder, right hip, or right buttocks. Hip and thigh are considered the same location.

(iii) For sheep, the left shoulder, left hip, right shoulder, or right hip.

(iv) For bison, the left shoulder, left hip, left rib, right shoulder, right rib, or right hip.

(e) Board employees will conduct Conflict research on all applications for a new Brand using a Conflict List approved by the Board’s Director or his designee. Board employees will conduct Conflict research for Brands in the location applied for and in adjoining locations.

(f) To apply to use a recorded Brand on an additional species, a Brand Owner must submit a complete Brand application and the applicable fees.

(g) An application for a change of location is a type of Brand application and not a Renewal.

(h) The requested change of location can only be for a location adjoining the Brand's current location. If it is not, the Board will notify the applicant that it cannot approve the request and that he or she can resubmit it as an application for a new Brand. If an adjoining location is not available due to a Conflict, the Board cannot approve the request and will notify the applicant. If an adjoining location is available, the Brand Owner must submit a complete change of location form.

(i) If a Brand Owner has a Brand that was previously recorded in a location or manner that does not comply with these rules, the Board will rerecord the Brand as it was previously recorded as long as it is rerecorded during its Renewal Period or in accordance with Section 8.

(j) Any Person applying to Transfer a Brand must complete and submit to the Board the applicable form, which is available from the Board, the applicable fees, and any documents the Board may require to establish the authority to Transfer the Brand and the validity of the Transfer. The name of the seller or transferor on the form or bill of sale must exactly match the name of the Brand Owner as currently recorded by the Board.

(k) The Board must record the document Transferring the Brand before the applicant can use the Brand.

#### **Section 4. Renewal Schedule and Method.**

(a) Brand Owners must renew all of their Brands as outlined in these rules.

(b) To renew a Brand, a Brand Owner must submit to the Board a completed Renewal Notice and the applicable fees during the Brand's Renewal Period. If the Brand is not renewed during the Brand's Renewal Period, it will become a Delinquent Brand.

(c) The Renewal schedule for all Brands is based on the Brand's expiration date. Each Brand's expiration date is staggered in intervals of two years based on the Brand's original recording date. Unless otherwise provided in these rules, the expiration date for all Brands is as follows:

(i) For Brands originally recorded in years ending in "5" and "6," December 31, 2006, then December 31, 2016, then December 31, 2026, and so on.

(ii) For Brands originally recorded in years ending in "7" and "8," December 31, 2008, then December 31, 2018, then December 31, 2028, and so on.

(iii) For Brands originally recorded in years ending in "9" and "0," December 31, 2010, then December 31, 2020, then December 31, 2030, and so on.

(iv) For Brands originally recorded in years ending in “1” and “2,” December 31, 2012, then December 31, 2022, then December 31, 2032, and so on.

(v) For Brands originally recorded in years ending in “3” and “4,” December 31, 2014, then December 31, 2024, then December 31, 2034, and so on.

(d) The Board will place newly recorded Brands in the Renewal schedule that corresponds with the last number of the Brand’s recording date as established by this Section. A Transfer does not affect the Brand’s expiration date.

(e) If a Brand Owner submits a check that does not have sufficient funds, the Board must receive funds to cover the Renewal fee on or before the 60th day after the expiration date of the Brand Owner’s Brand or the Brand will become a Delinquent Brand.

(f) The Board is not responsible for the return of a Renewal Notice due to an incorrect address that causes a Brand to become a Delinquent Brand or Abandoned Brand. It is the sole responsibility of the Brand Owner to inform the Board of any changes in address and to keep all Brand record information current.

(g) To change a Delinquent Brand to active status, the Brand Owner must submit to the Board a completed Delinquent Brand application, the Delinquent Fee, and the applicable Renewal fees within two years from the Delinquent Brand’s expiration date. If a Brand Owner fails to do so, the Delinquent Brand becomes an Abandoned Brand.

(h) The Board cannot renew more than one of a Brand Owner’s Brands at the same time unless the expiration dates are the same on all of the Brands or the Brand’s Active Term has been modified in accordance with Section 8. All other Brands can only be renewed during their respective Renewal Periods as established by the Renewal schedule in this Section.

#### **Section 5. Extending a Brand’s Active Term.**

(a) A Brand Owner may extend a Brand’s Active Term in 10 year increments, not to exceed 100 years, by completing the applicable Board forms and paying the applicable fees if the Brand Owner does so:

- (i) During the Brand’s Renewal Period; or
- (ii) While the Brand is a Delinquent Brand.

#### **Section 6. Reissuing of Abandoned Brands.**

(a) Any Person may apply to use an Abandoned Brand. Except as provided in this Section, the Board will treat applications for Abandoned Brands as an application for a new Brand in accordance with the provisions of W.S. 11-20-103 through -104 and Section 3.

(b) The Board will not reissue Abandoned Brands with Brand Symbols on two or more locations for the same species.

(c) The Board will not reissue Abandoned Brands with a single number or letter.

(d) Board employees applying for an Abandoned Brand must submit the application for approval by the Board Director before it can be processed.

(e) The application for an Abandoned Brand must exactly match the species and location in the Board's records for that Abandoned Brand.

(f) If reissued, an Abandoned Brand's identification number will remain the same and its expiration date will be based on its original recording date and determined in accordance with Section 4.

(g) The Board will consider only one Abandoned Brand per application.

(h) The Board will not research an Abandoned Brand until it receives a completed application and the applicable fees. The Board will not research an Abandoned Brand application in response to a verbal request.

#### **Section 7. Types of Ownership.**

(a) Any Person applying to record a new Brand, to Transfer a Brand, or to reissue an Abandoned Brand must specify the ownership type on the application and provide any necessary documents to the Board. The different ownership types and some of the necessary documents for each ownership type are as follows:

(i) Individual.

(ii) Tenants in common, which is without right-of-survivorship.

(iii) Tenancy by the entirety, which is for Persons who are legally married pursuant to the laws of Wyoming.

(iv) Joint tenants with rights-of-survivorship.

(v) Partnership, other than a limited partnership or registered limited liability partnership. The applicant must list on the application all partners and agents authorized to act on behalf of the partnership.

(vi) Limited liability company (LLC), corporation, limited partnership, registered limited liability partnership, or other entity recognized by Wyoming law. The necessary documents include:

(A) Articles of organization, articles of incorporation, or any other document that must be filed to form the entity;

(B) Documents showing that the entity is in good standing with the Wyoming Secretary of State; and

(C) The names of all Persons authorized to act on behalf of the entity and documentation demonstrating the legal authority of those Persons to act on behalf of the entity.

(vii) Trust. The Person applying to record or Transfer a Brand for a trust must provide the Board with a copy of the trust instrument or a certification or affidavit of trust in accordance with W.S. 4-10-1014 that contains the information specified in W.S. 4-10-1014.

### **Section 8. Modifying a Brand's Active Term.**

(a) Pursuant to W.S. 11-20-115(d), a Brand Owner may modify a Brand's Active Term to coincide with the Active Term of all of the Brand Owner's Brands provided that:

(i) All affected Brands must have the same Brand Owner and the exact same ownership type;

(ii) The Brand Owner has received a Renewal Notice for at least one of the affected Brands or at least one of them is a Delinquent Brand;

(iii) The Brand Owner completes and submits the applicable Board-provided forms to modify a Brand's Active Term; and

(iv) The Board receives all applicable fees for Renewal and for modifying a Brand's Active Term, which, for any Brand that will have a modified Active Term, the Board will prorate the fee from the Brand's existing expiration date to its modified expiration date.

(b) Modifying the Active Term of a Brand can only be done with another Brand's upcoming, not past, expiration date.

(c) Once a Brand has a modified Active Term with a new expiration date, it cannot be changed back to its initial expiration date.