



Alpaca Owners Association, Inc. JUDGING SERVICES AGREEMENT

This Judging Services Agreement ("Agreement") is entered into effective as of _____ (the "Effective Date"), between _____, with a principal business address at _____ ("Show Management") and _____, an individual residing at _____ ("Judge").

EXPLANATORY STATEMENT

- A. Show Management will host an AOA-certified alpaca show.
- B. Show Management desires to engage Judge to provide certain services to Show Management in accordance with the terms and conditions set forth in this Agreement.

AGREEMENTS

NOW THEREFORE, in consideration of the foregoing, and the mutual promises contained herein, the parties agree as follows:

1. Services Provided. Judge agrees to provide Show Management with the following services (the "Services") during the Term of this Agreement:
 - 1.1. Judge will provide judging services for the following AOA-certified alpaca show (the "Show"):
Name of Show: _____
Date(s) of Show: _____
Date(s) Judging: _____
Location/Address of Show: _____
Judging Assignment: _____
 - 1.2. Judge will judge the Show according to the rules published in the AOA Show System Handbook in effect at the time of the Show (the "Rules"), including any published amendments to the Rules, and will use his or her best efforts to assist Show Management in carrying out compliance with the Rules.
 - 1.3. Prior to the Show, Judge will advise Show Management as to preferred ring procedure and conduct of the Show and will participate in an exhibitor's meeting.
 - 1.4. Judge will judge alpaca fleece shows using the absolute system. Judge will judge halter shows using the 50/50 comparative judging basis.
 - 1.5. Judge will record the correct number of entries actually exhibited in each class and the placement of the entries on the Show Management placing card and will sign the placing card.
 - 1.6. Judge will work cooperatively with Show Management's staff and the Show's superintendent to promote the overall success of the Show.

2. Fees. As consideration for the Services, Show Management shall pay Judge the following fees:

Judge must submit an invoice for Judge's fees to Show Management within 30 days after the conclusion of the Show in order to receive payment, and Show Management will pay such invoice within 30 days after receipt. The parties agree that any fees paid by Show Management to Judge shall not constitute a salary or wage. Judge acknowledges that payments pursuant to this paragraph will be gross payments and that Show Management will deduct no taxes or other withholdings from such amounts.

3. Expenses.

3.1. Show Management agrees to reimburse Judge for the following actual and reasonable expenses incurred by Judge in connection with Judge's attendance at the Show: (a) hotel lodging (unless Judge's hotel lodging is paid directly by Show Management), (b) meals (with meal reimbursement capped at \$_____ per day), (c) car rental, (d) parking fees, and (e) coach class or equivalent commercial air transportation. Unless mutually agreed by Show Management and Judge, all air travel must be booked at least 6 weeks prior to the Show to minimize cost. In lieu of air travel Judge may be reimbursed for use of Judge's personal automobile, at the IRS standard mileage rate in effect at the time of the Show, for travel directly to and from Judge's home and the Show site and on-site mileage between Judge's hotel and the Show.

3.2. Expenses will not be reimbursed unless Judge submits a written expense report using Show Management's approved expense report form (if one exists) and original receipts for all expenses to Show Management within 30 days after the conclusion of the Show. Show Management will pay expense reimbursements within 30 days after receipt of the required documentation.

4. Term; Termination.

4.1. The term of this Agreement ("Term") shall begin on the Effective Date and shall continue until after the Services have been completed.

4.2. Judge may terminate this Agreement (a) upon notice to Show Management in the event an accident, serious illness or death of a family member prevents Judge from providing the Services, or (b) for any other reason upon providing written notice to Show Management at least 30 days prior to the Show. In the event of termination due to subsection (a) above, Show Management will reimburse Judge for any reimbursable expenses incurred prior to the date of termination.

4.3. Show Management may terminate this Agreement (a) upon notice to Judge if Show Management cancels the Show, (b) upon notice to Judge if the Show is denied AOA certification, (c) upon notice to Judge if the Show deems it financially prudent to reduce the number of judges required for the Show because actual number of Show registrations is fewer than projected, or (d) upon notice to Judge if Judge loses his or her AOA certification, or his or her AOA certification is not renewed, for the specific judging assignment listed in Section 1.1. In the event of termination due to subsections (a),(b), or (c) above, Show Management (i) will reimburse Judge for any reimbursable expenses incurred prior to the date of termination and (ii) will pay Judge a fee equivalent to one day of judging services, payable to Judge by no later than the first day the Show was scheduled to (or actually does) occur.

5. Disclosure Information. Within five (5) days after execution of this Agreement, Judge will provide Show Management or its designee, which may be the Show's superintendent, with a copy of Judge's most current "Judge's Disclosure of Ownership Interests" and "Consulting and Service Disclosure" (together, the "Disclosure Documents"). Additionally, Judge will provide an updated copy of the Disclosure Documents to Show Management no more than 40 days and no less than 30 days prior to the Show and shall have a continuing duty to update the Disclosure Documents with any changes up to the date of the Show.
6. Independent Contractor. The parties agree that Judge is an independent contractor and not an employee of Show Management. Judge is not an agent, employee or partner of Show Management and has no authority to bind Show Management. Judge is not entitled to any unemployment insurance benefits or any other employee benefits from Show Management, including but not limited to any employer withholdings or liability for taxes, FICA, Medicare or Medicaid, medical or disability insurance, vacation or leave, pension, or worker's compensation benefits. Judge is obligated to pay federal and state income tax on all monies paid pursuant to the parties' contractual relationship under this Agreement.
7. Indemnification. Judge hereby agrees to release, hold harmless and defend Show Management and its officers, directors, affiliates, employees and agents from and against any liability or expense (including reasonable attorney fees) arising out of or in connection with: (i) any act or failure to act on the part of Judge; or (ii) any breach of this Agreement.
8. Miscellaneous. This Agreement may be amended only in writing signed by both parties. The invalidity or illegality of any provision of this Agreement shall not affect the validity of any other provision. All notices under this Agreement must be in writing and will be deemed to have been duly given (a) when delivered by hand, or (b) the next business day after being sent via a nationally-recognized overnight delivery service, in each case to the addresses of the parties noted above. In the event of any litigation between the parties based upon an alleged breach or default of this Agreement, the prevailing party therein will be entitled to recover reasonable attorney fees and court costs from the non-prevailing party. Neither this Agreement nor any of the rights and obligations of this Agreement may be assigned or delegated by Judge. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed via facsimile or by portable document format ("pdf") via electronic mail.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date set forth above.

Judge:

Show Management Representative:

Signature

Signature

Print Name

Print Name

Title