



## CONTRACT FOR JUDGES OF BREEDER'S SHOWS

**THIS AGREEMENT**, made this day of ..... **BETWEEN**

**European Conference of Arab Horse Organizations (ECAHO)**, Goethestrasse 61, 9008 St. Gallen, Switzerland, (hereinafter "ECAHO") of the one part,

and

(you).....of (address).....

.....in the Country of.....

(hereinafter the "Breeder Judge") of the other part.

WHEREAS the Breeder Judge wishes to be appointed for the following show:

..... (hereinafter the "Show"),

beginning and ending on the following dates: .....

### NOW THIS AGREEMENT WITNESSES

That the Breeder Judge confirms to be a **Breeder**. A Breeder is anybody who has bred, as owner or Stud manager, at least one Arabian foal each year for the three years prior to the year of the show.

1. Trainers and Handlers are not allowed to judge.
2. That the Breeder Judge is hereby appointed as a recognised Breeder Judge for the Show.
3. That the Breeder Judge may latest officiate at a show in the calendar year in which he/she reaches the age of 75 years (75<sup>th</sup> birthday).
4. That the Breeder Judge herewith agrees to accept and comply with the Constitution, the jurisdiction, and all applicable rules, codes, regulations, and decisions of ECAHO.
5. That the Breeder Judge herewith confirms to be a person of good repute and to have a clean criminal record. Entries in a criminal record must be unsolicitedly disclosed to the ECAHO Office without delay. The Executive Committee may freely assess if such an entry shall prevent the Breeder Judge from being appointed as a recognised Breeder Judge or if the Breeder Judge shall be suspended or expelled.
6. That the Breeder Judge herewith agrees to accept and comply with his/her following responsibilities:
  - a) Dress for the Breeder Judge shall be smart and suitable for the event.
  - b) Whilst judging the show, the Breeder Judge will refrain from drinking alcohol or taking any substance that may impair the ability of the Breeder Judge to judge effectively.

- c) The Breeder Judge should not make any social conversation during the course of class and must not use electronic communication devices in the show ring/arena/paddock, except for official devices provided by the show organizer for the purposes of the event only.
- d) The Breeder Judge must not back out of an appointment except under the most extreme circumstances. The Executive Secretary of ECAHO may request a medical certificate in cases of a broken appointment as a result of illness. The Breeder Judge who, in extreme circumstances, is unable to keep the appointment must immediately inform the show organizer. If the Breeder Judge cancels the invitation after the travel arrangements have been made, he / she will pay all the costs arising out of this booking.
- e) The Breeder Judge shall evaluate Arabian exhibits at shows in accordance with the “ECAHO Judge’s Training Manual”.
- f) The Breeder Judge shall adjudicate each class at a show in conformity with the rules and specifications in that class in accordance with the rules of ECAHO current Blue Book.
- g) The Breeder Judge shall require the removal or alteration of any piece of equipment or accoutrement which, in his opinion, is not in accordance with ECAHO Rules and regulations.
- h) The Breeder Judge shall at no time interfere with exhibit’s tack or gear in the ring nor will they touch the exhibit in any way.
- i) The Breeder Judge shall not exhibit, or assist any exhibitor, or handle any horse, at a show at which he/she is officiating.
- j) The Breeder Judge is expected to display the highest standards of ethics inside and outside the show ring / arena / paddock at all times including at events where he/she is not officiating.
- k) The Breeder Judge shall not advertise, solicit or canvass his judging services.
- l) No Breeder Judge may judge more than one ECAHO Title Show within Europe and one ECAHO Title show outside Europe during the same calendar year.
- m) No Breeder Judge may judge more than 5 Arabian horse Shows in ECAHO Member countries in the calendar year.
- n) The Breeder Judge must declare any conflict of interest, or any circumstance that might be viewed by others as a conflict of interest, as soon as it arises.
- o) An actual or apparent conflict of interest may occur, amongst others, if the Breeder Judge officiates at a show at which a horse, irrespective of the payment or receipt of a remuneration or any other consideration:
  - a. is being trained or handled by a member of the Breeder Judge’s family,
  - b. has been bought or sold by a Breeder Judge either as owner or agent,
  - c. has been bred or is owned in whole or part by the Judge or by a member of the Breeder Judge’s family, or a business partner in an Arab horse business venture,
  - d. has been leased by the Breeder Judge, at any time,
  - e. has been bred by or is the property of a breeding organization in which the Breeder Judge is or was an employee,
  - f. has been regularly trained, examined or treated by the Breeder Judge in a professional capacity,
  - g. is the subject of an on-going negotiation to buy or lease, or a provisional purchase condition to which the Breeder Judge is a party.
- p) An actual or apparent conflict of interest may further occur, amongst others, if the Breeder Judge, irrespective of the payment or receipt of a remuneration or any other consideration, during the period of one year (365 days) before a show at which the Breeder Judge officiates:
  - a. has entered into any business relationship with an exhibitor at that show,
  - b. has received, whilst being involved with the organization of any show or event, sponsorship from an exhibitor at that show or event,
    - i. this does not apply to those events organized on behalf of a Breeder Association which is a Full Member of ECAHO, as long as the Official has no financial benefit from the sponsorship,
  - c. has performed consulting for an exhibitor at that show,
  - d. has purchased or sold a horse from or to an exhibitor at that show,
  - e. was involved with the breeding of a horse of an exhibitor at that show,
  - f. was involved in similar activities with an exhibitor at that show.

- q) The Breeder Judge must immediately decline to officiate if he/she considers himself/herself to have a conflict of interests concerning a horse, its handler or its owner(s).
  - r) The Breeder Judge must immediately disclose his/her vested interests to the Executive Committee of ECAHO by sending a written notice of disclosure to the address of the ECAHO Office (see address below). The same applies in cases where the Breeder Judge is uncertain if a situation of conflict of interest exists or not.
  - s) The Guest Judge will not visit exhibitors' premises or accept exhibitors' hospitality during a 30 day period before or during the show concerned. The Guest Judge will not accept benefits or gifts that could bring into question his/her integrity or honesty.
  - t) The Breeder Judge is the official Breeder of the show organizer prior to the show. The Breeder Judge shall not during the period of a show at which he/she is judging, be the house Breeder of a person who is exhibiting at the show. Many shows are social occasions and organizers sometimes arrange social evenings to which a Breeder Judge may be invited. Provided that the Breeder Judge uses common sense and integrity he/she may attend such gatherings.
7. That the Breeder Judge agrees that all information provided by ECAHO and its representatives, whether written or oral (the "Confidential Information") shall be treated as confidential and proprietary to ECAHO. The Confidential Information does not include information which (i) was or becomes generally available to the public as a result of prior disclosure by ECAHO or its representatives, (ii) was or becomes available to the Breeder Judge on a non-confidential basis from a source other than ECAHO or its representatives provided that such source is not bound by a confidentiality agreement with ECAHO, or (iii) was or becomes available to the Breeder Judge without any obligation of confidentiality prior to its disclosure by ECAHO.
  8. That the Breeder Judge herewith agrees, that unless the Constitution, all applicable rules, codes, regulations, and decisions of ECAHO apply, this Agreement shall be exclusively governed and construed according to the applicable substantive laws of Switzerland, excluding the rules on the conflict of laws.
  9. That the Breeder Judge accepts that any dispute, which cannot be settled under the existing **jurisdiction of ECAHO**, shall be **exclusively settled by the ordinary courts in St. Gallen, Switzerland**.
  10. That accepting judging appointments on behalf of ECAHO is conditional on the Breeder Judge being suitable for the assignment and fully able to perform the inherent requirements for the position. **By signing this Breeder Judge's Agreement you, as a Breeder Judge must do so in the full knowledge of the associated risks involving horses.** Should any circumstances change that may affect your capacity to perform the inherent requirements of the position that you are undertaking, you are obliged to inform ECAHO with no delay.
  11. That the Breeder Judge agrees to the Privacy Policy as published on ECAHO's website ([www.ecaho.org](http://www.ecaho.org)).

**IN WITNESS WHEREOF** the parties hereunto set their hands on the date first hereinbefore written.

**Signed for and on behalf of ECAHO**

**Signed by the said Breeder Judge**

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**This Agreement, duly signed & witnessed on the first and last page and initialled each subsequent page by the Breeder Judge is to be returned, in its entirety to:**

**ECAHO Office**

Mrs. Zuzana Slavíková  
Executive Secretary of ECAHO  
Na Blatech 242  
CZ-277 11 Libiř  
Czech Republic  
phone: +420 602 876396  
e-mail: [zuzana.slavikova@ecaho.org](mailto:zuzana.slavikova@ecaho.org)