



## CONTRACT FOR MEMBERS OF DISCIPLINARY COMMITTEES AND RINGMASTERS

**THIS AGREEMENT**, made this day of ..... **2017 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 “Member of the DC” or “Ringmaster”) of the other part with a date of birth of

.....

**WHEREAS** ECAHO has established in its Blue Book rules and regulations concerning Members of the Disciplinary Committee (hereinafter the “DC”) and Ringmasters, and the “Member of the DC” or “Ringmaster” desires to officiate at ECAHO affiliated shows.

### **NOW THIS AGREEMENT WITNESSES**

1. That the Member of the DC / Ringmaster is hereby appointed as a recognised Member of the DC / Ringmaster until ..... (**date of signing + 3 years**), unless earlier retired or suspended or expelled by the respective body of ECAHO.
2. That the Member of the DC / Ringmaster may apply for a prolongation of this Agreement may be prolonged for a term of not more than three years, with the possibility of later further prolongations, by signing an Addendum hereto sending a respective request in writing to the address of ECAHO’s Executive Secretary as printed on the back of ECAHO’s Blue Book **by not later than 6 months before the end of the term of this Agreement.**
3. That the Member of the DC / Ringmaster 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 this Agreement shall terminate, without notice of termination being given, on the last day of the term of this Agreement, or on the last day of the term of the prolongation of this Agreement, or on the 31<sup>st</sup> of December of the calendar year in which the Member of the DC / Ringmaster reaches the age of 75 years (75<sup>th</sup> birthday). Afterwards he/she may no longer officiate at a show.
5. That the Member of the DC / Ringmaster may retire as a recognised Member of the DC / Ringmaster upon a notice of his intention so to retire, given at least thirty (30) days in advance in duly signed writing by the Member of the DC / Ringmaster to the Executive Committee. The notice must be sent to the address of ECAHO’s Executive Secretary as printed on the back of ECAHO’s Blue Book. The period of thirty (30) days commences one (1) day after receipt by ECAHO’s Executive Secretary.
6. That the Member of the DC / Ringmaster herewith agrees to accept and comply with the Constitution, the jurisdiction, and all applicable rules, codes, regulations, and decisions of ECAHO.
7. That the Member of the DC / Ringmaster 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 Member of

the DC / Ringmaster from being appointed as a recognised Member of the DC / Ringmaster or if the Member of the DC / Ringmaster shall be suspended or expelled.

8. That the Member of the DC / Ringmaster herewith agrees to accept and comply with his/her following responsibilities:

- a) Dress for the Member of the DC / Ringmaster shall be smart and suitable for the event.
- b) Whilst officiating at the show, the Member of the DC / Ringmaster will refrain from drinking alcohol or taking any substance that may impair the ability of the Member of the DC / Ringmaster to officiate effectively.
- c) The Member of the DC / Ringmaster must not back out of an appointment except under the most extreme circumstances. The Executive Secretary may request a medical certificate in cases of a broken appointment as a result of illness. The Member of the DC / Ringmaster who, in extreme circumstances, is unable to keep the appointment must immediately inform the show organizer. If the Member of the DC / Ringmaster cancels the invitation after the travel arrangements have been made, he / she will pay all the costs arising out of this booking.
- d) The Member of the DC / Ringmaster shall attend at least one ECAHO Arabian Horse Seminar or Workshop every three years.
- e) The Member of the DC / Ringmaster shall officiate at a show in conformity with the rules of ECAHO's current Blue Book.
- f) The Member of the DC / Ringmaster 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.
- g) The Member of the DC / Ringmaster shall not exhibit, or assist any exhibitor, or handle any horse, at a show at which he/she is officiating.
- h) The Member of the DC / Ringmaster 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.
- i) The Member of the DC / Ringmaster shall not advertise, solicit or canvass his officiating services.
- j) No Member of the DC / Ringmaster may officiate at more than 15 Arabian horse shows in ECAHO member countries in the calendar year.
- k) The Member of the DC / Ringmaster must avoid any circumstances which could be an actual or apparent conflict of interest, and may not officiate at a show if he/she has an actual or apparent conflict of interest, due to his knowledge.
- l) An actual or apparent conflict of interest may occur, amongst others, if the Member of the DC / Ringmaster 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 Member of the DC's / Ringmaster's family,
  - b. has been bought or sold by a Member of the DC / Ringmaster either as owner or agent,
  - c. has been bred or is owned in whole or part by the Member of the DC / Ringmaster or by a member of the Member of the DC's / Ringmaster's family, or a business partner in an Arab horse business venture,
  - d. has been leased by the Member of the DC / Ringmaster, at any time,
  - e. has been bred by or is the property of a breeding organization in which the Member of the DC / Ringmaster is or was an employee,
  - f. has been regularly trained, examined or treated by the Member of the DC / Ringmaster 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 Member of the DC / Ringmaster is a party.
- m) An actual or apparent conflict of interest may further occur, amongst others, if the Member of the DC / Ringmaster, 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 Member of the DC / Ringmaster officiates:
  - a. has entered into any business relationship with an exhibitor at that show,
  - b. has performed consulting for an exhibitor at that show,
  - c. has purchased or sold a horse from or to an exhibitor at that show,

- d. was involved with the breeding of a horse of an exhibitor at that show,
- e. was involved in similar activities with an exhibitor at that show.
- n) The Member of the DC / Ringmaster shall under no circumstances bring into question his/her integrity or honesty and will therefore, amongst others, during a corresponding sufficient period of time before as well as during the show concerned, neither visit exhibitors' premises nor accept exhibitors' hospitality or gifts nor accept any other benefits from exhibitors.
- o) The Member of the DC / Ringmaster is the official guest of the show organizer prior to the show. The Member of the DC / Ringmaster shall not during the period of a show at which he/she is officiating, be the house guest of a person who is exhibiting at the show. Many shows are social occasions and organizers sometimes arrange social evenings to which a Member of the DC / Ringmaster may be invited. Provided that the Member of the DC / Ringmaster uses common sense and integrity he/she may attend such gatherings.

9. That the Member of the DC / Ringmaster 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 DC / Ringmaster 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 DC / Ringmaster without any obligation of confidentiality prior to its disclosure by ECAHO.

10. That the Member of the DC / Ringmaster 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.

11. That the Member of the DC / Ringmaster 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**.

12. That accepting appointments on behalf of ECAHO is conditional on the Member of the DC / Ringmaster being suitable for the assignment and fully able to perform the inherent requirements for the position. **By signing this Agreement, you, as an ECAHO Member of the DC / Ringmaster 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.

**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 Member of the DC / Ringmaster**

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