



PROFESSIONAL HANDLERS' ASSOCIATION, INC.

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SERVICE CONTRACT

The following is a contract between the PROFESSIONAL HANDLERS' ASSOCIATION (hereinafter referred to as "PHA") and the SHOW GIVING CLUB (hereinafter referred to as "The Club(s)") for professional services related to grooming area set-up at the Club's show dated _____.

The Club(s), which include the Show Committee and Officers, of the (*list kennel club(s) below*)

by signing below agree(s) to the terms of this document that sets up a binding Contract between the Club(s) and the PHA for such services as described below.

This contract and all of its language is intended to and does cover all PHA members signing such Contract and those individuals involved in carrying out the agreement and terms of this Contract. Each and every term and recital in this document is intended to have the force and effect of the natural meaning of the word used and is not be construed as mere verbiage or have any other meaning other than those as set forth below.

The terms of this Contract are as follows between the PHA and the Club(s).

DUTIES AND RESPONSIBILITIES OF PHA

1. PHA agrees to provide services, including the marking of floor and grooming space areas within the floor area prior to the opening of the Show site to AKC exhibitors. PHA agrees to complete the marking of the Show floor for grooming on or before (*date & time*) _____ or as specified in writing by the Club(s) herein. The PHA should be provided by the Club the dimensions and/or drawing indicating the areas where grooming space is to be set up. PHA makes no assumption as to whether or not AKC rules are being followed and will mark the grooming area as required in writing by the Club(s).

MONITORING OF EXHIBITORS MOVE-IN

- 2. PHA will monitor the move-in by exhibitors to make sure that exhibitors comply with AKC and Club-giving rules relative to stacking of crates, monitoring the proper and/or maximum of allowable people or vehicles in the building at any given time during set-up only. Ensuring that crating is confined to marked areas and provide the specific services as requested by the Club(s) or Cluster Committee in writing as set forth in the following.

- 3. PHA does not agree to perform any services other than those specifically set forth in this document in writing. No verbal understandings of services shall be performed by the PHA. However, performing any such verbal requests does not in any way void or alter this Contract or add to the duties and responsibilities under this Agreement.
- 4. In consideration for these services the PHA would appreciate a financial donation from the Show-giving Club(s) or Cluster for the services provided above.
- 5. No other consideration is expected from the Show-giving Club to either the PHA or any of its members fulfilling this agreement.

CLUB RESPONSIBILITIES

- 6. The Club(s), Cluster Committee and Show Chairperson(s) hereby agree to provide all necessary means to enforce the decisions of the PHA for the services agreed to be provided herein by the PHA. This includes the Club(s), Show Chairperson and/or Cluster Committee’s agreement to call Bench Show Hearings, report to the American Kennel Club Representatives and/or utilize and have necessary available security, police or other EMS personnel as required by the American Kennel Club and to enforce the PHA duties as set forth above.

The show Chairperson(s) and Cluster Committee agree to stand by all decisions of the PHA as it relates to the duties and responsibilities contracted herein and as set forth above. Any disagreement as to the decision by the PHA in fulfilling the duties set forth above, by and between the PHA and the Show Chairperson(s), Kennel Club or Cluster Committee shall render that portion of the Contract related to the dispute voidable at the discretion of the PHA.

Recognition of PHA doing the set up must be printed in the Show Premium List.

The Club Show Chairperson(s) and/or Cluster Committee agrees to pay for the services

above in the amount as set forth above and understands that it is not contracting for any further services than those specifically delineated in writing.

LIABILITY AND INDEMNIFICATION

7. The Club Show Chairperson(s) and/or the Cluster Committee do understand by signing this agreement they are solely responsible for any alleged injury or accident of any kind, including but not limited to dog bites, slips and falls, trips, falling crates or other acts or omissions which occur on the property leading to injury of any kind, whether physical or solely monetary. By way of explanation but not limitation, the PHA is not responsible for any such injury, accident, theft or other act or omission on the property whether caused by the PHA or any other individual or organization. Specifically, the Club(s), Show Chairperson(s) and Cluster Committee understand that by signing this agreement they are accepting full responsibility for any actions resulting from the acts in carrying out the duties as set forth herein of the PHA, including those activities relating to marking of the grooming area at the Show, monitoring the move-in, ensuring the stacking of crates, limiting the areas and the other “special requests” as set forth above in writing by the Show-giving Club(s). The Club(s), by signing below, understands that in some circumstances individuals might try to hold the PHA responsible for injuries, loss or acts resulting from their participation in setting up and monitoring the grooming areas, but that by signing this Contract, the Club(s) agrees to accept such responsibilities instead of the PHA, as well as all other legal responsibility for any injury resulting from alleged PHA acts, but agrees to indemnify and hold harmless the PHA for any allegations made by a third-party, anyone other than the Club(s) or PHA. In other words, if the PHA or any of its members are ever sued or taken to court or have a claim filed against them as a result of their alleged actions as a result of the duties of this Contract, the Club hereby by signing below hereby contracts and agrees to, in consideration for the amount set forth above, defend the PHA and all of its members against any such claims and should liability for damages attached as against the PHA or any member, the Club(s) agrees to indemnify the PHA and such PHA members by paying any and all such claims as they are determined by a judge or jury might be legally owing. By signing the agreement, the Club(s) understands that it may be giving up certain rights it might have against the PHA in a court of law, but agrees to do so in exchange for the services provided in this Contract by the PHA.

8. It is agreed and understood by and between the PHA and the Club(s) that the terms set forth here under the terms of the agreement between the PHA and the Club(s) for the show and location as indicated herein, namely:

No other agreements, verbal or written, are to be enforceable as against the PHA unless they are written in this Contract or attached to this Contract by a legal addendum.

Should any dispute arise between the PHA and the Club(s) over this Contract or any acts, omissions or incidents occurring at the Show, both parties agree that the Contract is to be enforced under the laws of the state of _____.

Both parties, namely the PHA and the Club(s) further agree that before any legal action is instituted, they will both submit to binding arbitration of any and all such claims.

The arbitration will be before three arbitrators. One is to be selected by the Club(s), one selected by the PHA and a third to be selected by the other two arbitrators. All legal costs or other fees associated with arbitration and/or litigation shall be paid and borne by the losing party in any such arbitration or legal matter.

9. The parties further agree that if any part of this Contract is found to be void or voidable that it in no way affects the remainder of the terms and conditions of this Contract.

Show Chairperson for _____ Kennel Club

Date _____

Show Chairperson for _____ Kennel Club

Date _____

Show Chairperson for _____ Kennel Club

Date _____

Show Committee for _____ Kennel Club

Date _____

Show Committee for _____ Kennel Club

Date _____

Show Committee for _____ Kennel Club

Date _____

PHA Representative _____

Date _____

Note to PHA Representative: A copy of this Service Contract must be provided to the Executive Vice President of the PHA at the earliest convenience.