

PRESIDENT'S MESSAGE

Dr. Gerard C. Penta

It was with sadness that we learned of the passing of Janet Wilcox. Janet served on the ADSJ Board of Directors for many years including two years as ADSJ's vice-president. A serious fall at home, complicated by a long standing physical problem, put her in a wheelchair. This seriously impacted Janet's ability to move around in the ring, and her long, distinguished judging career came to its end.

Janet was a widely respected judge and her steady, common sense council was a great benefit to me and to our organization. On behalf of the entire Board of Directors I extend our sincere sympathy to her sons Robert and John, and to her very close friend Dr. Richard Greathouse, for their loss.

One of Janet's ADSJ Board responsibilities was as our coordinator for non-periodic publications. She contributed some of the earliest work on what has become the "ADSJ Protocol Booklet and Sample Contract". Jean Fournier is in charge of this project now and we hope to have the second edition of this useful publication completed in the near future.

With regard to judging contracts, I would like to offer a comment or two on the negotiability of such contracts.

When you are originally contacted by a club, it is usually just an inquiry to see if you are interested, available and what fee and/or expenses you would charge. Your answers to these questions will often result in an immediate invitation or, in the case of many specialty clubs, you may be advised that your information will be reviewed by the club after which an invitation and contract may be tendered.

If there is a verbal agreement at this point, the club will send you a contract in duplicate and ask you to sign and return one copy to the club. You should read this contract carefully, keeping in mind that it is an offer, a proposed contract, and still open to modification. If you propose any modifications, you are essentially making a counter offer.

What kinds of modifications might you want to make? In general they are additions, deletions and changes or substitutions. A few examples will illustrate these points.

Most judging contracts are rather skimpy documents that fail to address some important issues. You may want to add a clause such as, "Should the show be canceled for any reason, the judge will be reimbursed for any out-of-pocket expenses." As to a possible deletion, you may wish to delete an unreasonable limitation which you feel goes too far

beyond the AKC 200 miles and 30 days rule. An example of the need for a change or substitution might be when a contract specifies a milage allowance which has not kept pace with current costs or the IRS allowance. In this case you might replace the specified milage allowance in the contract with, "the current IRS milage allowance".

Now, please understand, I am not suggesting what you should or should not agree to. That is strictly between you and the club. My point here is only to remind you that the written contract you receive from the club is a proposal and not necessarily final. It may not be a "take it or leave it" kind of offer. In fact, most often when items in the contract are questioned you will find that the club is very amenable to reasonable changes. Sometimes the club has been using the same contract for many years without giving it much thought and suggestions for improvements are often appreciated.

The next question addresses how to go about making modifications in the proposed contract. Minor adjustments (i.e. updating the milage allowance) that will not necessarily be binding, might be made on the contract, signed and returned. What you are doing then is agreeing to the proposed contract while requesting the updated allowance.

To make binding modifications in the contract, the changes must be initialed by both parties (you and the club) before signing. Of course, a new contract can be drafted which includes the modifications you are requesting. This new proposed contract must then be sent in duplicate to the club for signature and return.

Another way to make binding modifications in the contract is to get the club's written approval of the changes in advance of signing and returning the club's copy of the contract. A written contract need not be limited to a single document, but may include other written communications as well. In other words, if you e-mail the club and said something like, "I have received the judging contract and, with your approval of the following modifications, I will be pleased to sign it and return a copy to you". If the club e-mails back an approval of the modifications you requested, you can then make those modifications on both copies of the contract returning one signed copy to the club. Your e-mail correspondence then becomes part of the written contract.

Do not rely on a verbal agreement to modify a contract. While a written agreement to a modification becomes part of the contract, a verbal agreement does not. Club officers change, so the old maxim to, "get it in writing", is sound advice regarding judging contracts. *