

NPGA CONVENTION GUIDELINES

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NPGA PUBLICATIONS COMMITTEE

Revised 2023

BASIC OVERVIEW

Division of Responsibility

Historically, the division of responsibility between NPGA and the hosting/sponsoring local club(s) or individual(s) has been delineated in an agreement typically executed either when the bid proposal is approved by the NPGA Board of Directors or shortly thereafter. As a general rule, certain events must be held during a national convention, and certain facilities and amenities must be provided. The planning, organization and execution of those events resides solely with the host/sponsor. Additionally, other than those instances specified in the agreement, NPGA has no financial stake in the operation of the convention. The host/sponsor club(s) or individual(s) must make the necessary arrangements to plan, budget and execute the convention activities, and ensure all financial obligations are satisfied.

Host/Sponsor Organization

The success of a convention, by any measure, depends on a variety of factors:

- Early in the planning stage, an organization <u>must</u> be established that clearly identifies both the functions to be accomplished and the individuals who have agreed to perform those functions.
- A "chain of command" <u>must</u> be in place so everyone knows to whom they report, what authority they have, operationally and fiscally, to perform their duties, and what kind of record-keeping will be required.
- The person who oversees the whole convention staff, regardless of their title (e.g. general chair, convention coordinator, etc.) <u>must</u> be the one who manages all of the convention events and supervises all of the volunteers who have agreed to perform the tasks needed. Specifically, this means that although different aspects of the convention are farmed out to others to accomplish, the person in charge is ultimately responsible for their successful completion. It also means that supervision of the volunteers must be as close and constant as necessary to ensure that all volunteers achieve the results expected of them.

General Chair

This person <u>must</u> maintain communication with all of his/her volunteer staff. The frequency of this communication increases as the convention gets closer to commencement. It is absolutely imperative that everyone knows what is expected of them, and are updated as situations change. This person must always be accessible for problem-solving and issue-resolution, and ensure that all aspects of the convention run smoothly. This <u>must</u> be their primary responsibility prior to and during the convention.

Financial Management

The designated financial person, whatever their title (e.g. treasurer, CFO, Finance Manager, etc.) is responsible for the crafting of a budget for the convention. In order to accomplish this, all volunteers in the organization who will be involved in either income generation or expenditures of that income must be directed by the person in overall charge to submit their best estimates of those income and expense numbers so a realistic budget can be developed. From budget preparation to the post-convention time period when all financial aspects of the event are completed, the finance person must be kept informed by all who either collect or spend convention funds, so ledgers and logs can be kept current and accurate. Documentation must be accurate, legible and timely. The overall coordination of this effort rests entirely upon the person in overall command. The finance person will maintain custody of the income, ledgers and logs, pay the expenses, and manage the accounting records, but he/she must be kept in the loop by all who receive or spend convention funds. The coordination with the person in command must be constant.

Success or Failure

It must be remembered that convention attendees will usually measure the quality of the event based on how smoothly it appears to be managed. Their perceptions are contagious. If their every need was met in a timely and professional manner, success is usually achieved. Usually, this success can be attributed to the dynamic leadership style of the person in charge.

ANNUAL NPGA CONVENTIONS Hosting Guidelines

What is an NPGA Convention?

The annual convention is held once a year, usually in June or July, and consists of at least the following 6 elements:

- 1. Board of Directors meetings
- 2. National Champion Challenge
- 3. Two NPGA-sanctioned shows
- 4. Membership meeting and banquet
- 5. Judge Examination (JE)
- 6. Continuing Education (Con-Ed) for Judges

Additional activities may also be held, such as youth activities including a sanctioned youth show, educational clinics, and information booths, to name a few.

The Board of Directors meets on Thursday and Friday. The National Champion Challenges (does, bucks and wethers) are held on Friday evening. The NPGA-sanctioned shows are held on Saturday and Sunday. The membership meeting and banquet is held on Saturday evening. Continuing Education (Con-Ed) for Judges is held on Monday. The Judge Examination, consisting of training and testing, is held on Monday and Tuesday.

Regional Rotation of Convention Sites

The convention is held in a different region each year, rotating since 1985 according to the following order: 6, 2, 8, 3, 4, 1, 7, and 5. The 2008 convention was held in Region 8, the 2009 convention is scheduled for Region 3, etc.

Who Can Host a Convention?

Any organization (NPGA Affiliated Club or some other club/entity), group of clubs, an individual or group of individuals, from the scheduled region, may make a bid to host a convention. Although NPGA membership is not required to submit a bid, most convention activities require either compliance with NPGA rules and policies or adherence to convention agreements. The bid or bids is/are presented to the Board of Directors at their meeting one year prior to the convention for which the bid is being made. In the case of multiple bids, the Board will decide to whom to award the convention.

Initial Preparations

Hosting an NPGA annual convention is a huge undertaking that requires a tremendous amount of planning. Discussions within any particular region should begin at least two years in advance of the planned event, and should center on the following, in no particular order:

- The host(s) should be identified, and a chair agreed upon.
- A decision made on the location, keeping in mind the availability of a suitable fairgrounds or similar facility, a host hotel, commercial airport within a reasonable distance and availability of ground transportation to the hotel, and availability of goats and handlers for the JE.
- Seeking adequate volunteers to staff the myriad of committees that will be needed. Having sufficient volunteers is an absolute must to accomplish all of the required tasks necessary to make the convention a success.

Prior to actually putting the bid together, a number of issues should be worked out, including the following:

- If there are to be multiple hosts (individuals or organizations), agreements should be reached on front money and how the balance after the conclusion of the event is to be divided. NPGA Rules and Regulations allow for a loan of "seed money" should such loan be necessary; any loaned funds must be repaid when the convention concludes.
- The host hotel, in order to be considered, should have these amenities: Meeting room for the Board of Directors capable of seating up to 25 people (unless another location is planned), reasonably priced rooms, and a banquet room capable of holding up to 200 people (again, unless another location is planned).
- The show arena that meets the needs for the sanctioned shows, the National Champion Challenge, the Judge Examination and Continuing Education for Judges. Areas for vendors, raffles, auctions, etc. should be considered. A concession area for fast food, drink, etc. is considered very desirable.
- The planned sites for the Board meeting (at the host hotel or some other suitable location), and the membership meeting and banquet (at the host hotel or some other suitable location) should be decided upon so planning may move forward.
- An organization chart should be prepared that shows all volunteers and committees, so
 everyone involved in the planning and execution of their duties will know the "big
 picture." A sample organization chart is attached to these guidelines.

Preparing the Bid

Bids must be ready for presentation to the NPGA Board of Directors at the convention Board meeting one year in advance of the proposed convention. The number of bids varies from year to year; the bid should be as complete and as inviting as is possible. Photographs and other material that tends to increase the attractiveness and ease in understanding the details are always recommended.

The bid should include the following information:

- The successful bidder will be expected to execute an agreement with NPGA as soon as
 possible after the Board accepts the bid proposal. NPGA has a "boiler-plate" agreement
 that is easily adaptable for any prospective host. The Board-approved division of
 financial responsibility is outlined in paragraph 14.B of the Rules and Regulations.
 Bidders should be prepared to execute this agreement as soon as possible after the
 Board awards the convention; including the proposed agreement in the bid satisfies this
 requirement.
- Cover letter to the NPGA President, inviting the Board of Directors to consider the bid for the NPGA convention.
- The commitment of a sufficient number of volunteers and leaders to accomplish the necessary tasks. A proposed organization chart is highly recommended.
- A proposed Schedule of Events that includes what is to occur, where it is being planned, and what time it will commence.
- Proposed host hotel, including room rates, amenities, and services. Will the hotel block up to 50 rooms for use by attendees? If the Board meeting is being planned at the host hotel, what will be the costs for the room, beverages, snacks, etc? If the membership meeting and banquet is being planned at the host hotel, what are the agreed upon arrangements? Has the hotel agreed to provide any "comps" for putting

- the convention in their hotel? Is a proposed contract or agreement with the hotel, setting forth all terms and conditions, attached to the bid?
- Nearest commercial airport, including a list of all airlines which service the airport, and the availability of rental cars, hotel shuttles, etc.
- Fairgrounds, or similar facility, including the distance from the hotel, enclosed or covered arena, sufficient goat pens for both the animals being shown at the show and for those competing in the National Champion Challenge, grandstands for spectators, and areas for vendors, raffles, auctions, NPGA merchandise, convention T shirt sales, etc. Is a proposed contract or agreement with the fairgrounds, setting forth all terms and conditions, attached to the bid?
- Where and what is planned for the membership meeting and banquet? What will be the proposed costs per attendee? Will there be different costs for adults and children? Will the menu offer a selection of entrees to accommodate all diets and preferences?
- Maps or sketches that contain the airport, host hotel and fairgrounds to show the routes and relative distances between them.
- Facilities available for the Judges Examination, including the ability to sequester the
 judge candidates during the testing, sufficient number of goats and handlers, and any
 other necessary items as identified by the Chair of the Judges Training Committee. At
 the same location on the first day of the JE, the Continuing Education for Judges (ConEd) will occur; it is a limited access event (judges only) so a separate area must be
 available suitable for this training. The Con-Ed Facilitator can provide guidance on
 these needs.
- Material from the local Chamber of Commerce or Convention and Visitors Bureau, including maps, brochures, pamphlets, etc. They can provide information on local points of interest, restaurants, and other unique features of which convention attendees might take advantage. They can also assist in negotiating packages (facilities and rates) with hotels and other businesses on behalf of the host(s).

Making the Bid

As already indicated, the bid or bids will be heard by the Board at the convention Board meeting one year in advance of the proposed convention. According to NPGA Rules and Regulations, paragraph 14.A, those wishing to submit a bid proposal shall contact the President at least 6 weeks in advance of the Board meeting to arrange for time on the agenda. The intended General Chair of the convention should present the bid to the Board. This is the person who is likely to be most conversant on all of the preparations that have been made, and is also most likely the one who can answer any questions the Board may have. If this is not possible, one of the regional directors may be asked to make the presentation. A copy of *all* of the material in the bid package should be provided to each director and to the Business Manager. In the event of multiple bids, the Board will decide the bid winner.

Preparations Begin in Earnest

Once the bid is awarded, the prospective host has approximately one year before "show time." This is the time when all of the initial planning must be firmed up so that smooth execution of the convention occurs. In no particular order, the following issues must be addressed:

General Chair: Begin regular communication with *all* of the volunteers and committees to ensure all tasks are being addressed and that everyone is working "from the same page." This is where the leadership ability of the General Chair becomes evident. If everything

progresses smoothly and all participants know they have a continuing action and reporting requirement, this will reflect favorably on the General Chair.

<u>Finance Manager/Treasurer/CFO</u>: This person will be responsible for opening a bank (checking) account, developing a comprehensive ledger system to account for *every* individual item of income and expense, developing a budget based on input from all other volunteers and committees, liaising with all volunteers who either collect funds or incur expenses so that proper documentation accompanies every piece of income and every request for expense payment, and frequently providing feedback to the appropriate officials to keep them current on the ever changing financial situation of the convention. This person must be included in any and all continuing financial decisions impacting the convention.

<u>Contract with NPGA</u>: NPGA has a standard convention agreement that is easily adaptable to each convention. It contains provisions that spell out the following:

- Purpose
- Convention and Expenses
- Convention Events
- MEMO Advertisements and NPGA mailing labels
- Liability, Indemnity and Insurance
- Right to Injunction
- Termination of Agreement
- General Provisions
- Judging Exam Requirements (Food & Drink, Handlers, Goats, Training Schedule, Facilities & Equipment, and Restrooms)

This is a very comprehensive agreement that protects both NPGA and the hosts. If the parties did not already sign this agreement when the bid was awarded, it *must* be completed "as soon as possible" afterwards.

The Board Meeting: Arrangements must be made for this two-day meeting. The meeting room should be configured with tables in a horseshoe pattern to accommodate seventeen people (16 directors and the Business Manager). The head of this configuration of tables needs to accommodate the four officers. Spectator seating should be provided around the perimeter. Coffee and water must be provided at no cost to NPGA. Any other food and drink requirements imposed by NPGA will be at NPGA's expense.

The Sanctioned Shows: The NPGA sanction fees are waived for all of the convention shows (open and youth), per Rules & Regulations, paragraph 14.B.2. This waiver extends to the Report of Awards and Ribbon Fees for all wether shows. The sanction must still be applied for by either an NPGA member or a fair official (Show Rules A.2) with all of the other requirements met except the fees. Entry and pen fees charged to exhibitors are not regulated by NPGA. A numbering system, determined by the host, must be used to identify the goats/exhibitors entered in the shows. Convention host may hire licensed judges of their choice, and shall be responsible for all expenses for the judges whom they hire; however, agreements between the host and those judges who are eligible for travel reimbursement by NPGA shall not change NPGA's obligation to provide reimbursement for those judges.

<u>The National Champion Challenge</u>: This annual event is governed by paragraph I of the Rules for Official Shows. A numbering system, determined by the host, must be used to

identify the goats/exhibitors entered in this Challenge. NPGA provides the trophies for the National Champion Doe, Buck and Wether.

The Membership Meeting & Banquet: Provisions must be made for a Membership Meeting in conjunction with the dinner/banquet. A public address (P.A.) system must be made available for this meeting. Although not required, consideration should be given to conducting a live auction; it is a good opportunity for a major fundraiser. This auction has become a lively, participatory function that generates significant camaraderie among the attendees.

The Judge Exam: The major involvement by the host in this segment of the convention is the providing of goats and handlers. Early liaison with the Judges Training Committee for guidance on the numbers required will prevent last minute scrambling around to satisfy the need. The facility requirements are all specified in Exhibit A of the NPGA Convention Agreement.

The Continuing Education for Judges (Con-Ed): The Con-Ed Facilitator can assist with any necessary space and equipment for this event. Some goats and handlers, from the pool used for JE, may be needed. Since the agenda for this event is coordinated between the Con-Ed Facilitator and the JTC Chair, contact with both of these officials would be helpful.

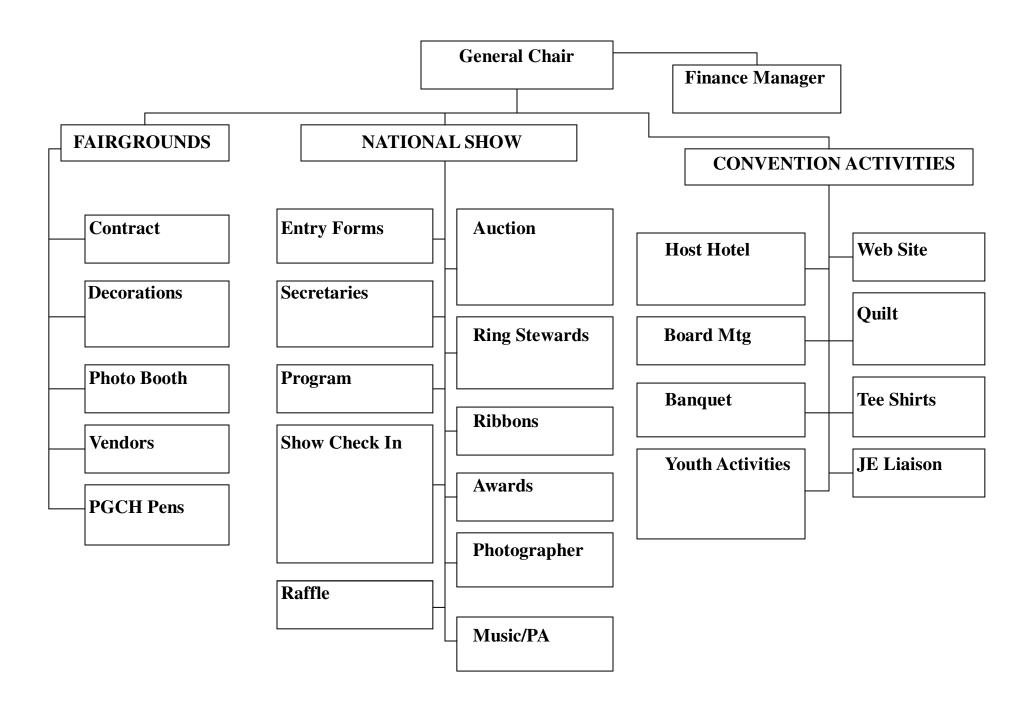
<u>The Showbook</u>: There has been a wide variance in the quality of showbooks or programs produced by NPGA convention hosts. The quality of the cover stock, paper and binding, black and white vs. color printing, and the amount of contents will all impact the cost of producing the Showbook. This is an individual decision to be made by the host. Enough copies should be printed for all exhibitors, officers and directors, other NPGA officials (chairs, coordinators, department heads), hosts, and major contributors at the host's discretion. Hosts also should consider the potential income from showbook advertising, class and champion sponsorships, and outright donations.

<u>Vendors</u>: There is a wide difference in the use of vendors from convention to convention. Conventions that aggressively pursue a vendor program generate significant interest by attendees. Considerations must be made for fairgrounds attitudes towards vendors that they do not control, state or local sales tax collections, liability insurance requirements, and available space. Hosts must remember that pursuant to the NPGA agreement, NPGA Merchandise must be provided with 16 feet of table space for the sale of NPGA merchandise.

Conclusion

The key to a successful convention is early preparation, communication during the planning process, budget enforcement, involvement of sufficient numbers of volunteers who are properly motivated and organized, and dynamic leadership by the General Chair. Previous convention hosts can certainly be contacted for information and advice on various facets of convention planning and execution.

NPGA CONVENTION ORGANIZATION CHART





National Pygmy Goat Association

14620 Sunnybank Ave. Bakersfield, CA 93314 661-448-5141

NATIONAL CONVENTION AGREEMENT

This National Convention Agreement is made and effectiveby and between the National Pygmy Goat Association, a Washington Nonprofit Corporation, hereinafter referred to as "NPGA" and, hereinafter referred to as "Convention Host."
 Purpose A. NPGA agrees that Convention Host shall operate the NPGA National Convention ("Convention") as set forth in this Agreement. B. Convention Host agrees to provide services in a manner that furthers and protects NPGA's interests, all according to the terms set forth in this Agreement.
2. <u>Convention and Expenses</u> The Convention shall be held in on; details of each event are described in section 3 of this Agreement.
The Convention Host shall make all contractual and other arrangements, and bear all expenses for the National Convention, at the sole expense of Convention Host, and with no charges to NPGA, except those which NPGA expressly agrees to pay herein. NPGA shall not be responsible for any obligations, costs, or liabilities not expressly included in this Agreement. The arrangements to be made and expenses to be borne by NPGA, Convention Host, or Convention attendees as determined by Convention Host include, without limitation: 1) A host hotel with a suitable room for the Board of Directors meeting shall be arranged for by Convention Host. Any cost for the Board meeting room for the two days of the Board meeting is reimbursable from NPGA per Rules and Regulations, paragraph 14.B.1. 2) Camping facilities for Convention attendees are available at the Fairgrounds and other named locations in the area. Arrangements must be made by individual Convention attendees. 3) Facilities to pen animals with overnight security and a suitable show ring for: a) Goats arriving as early as b) The National Champion Challenge competition.
c) Doe, buck, and wether shows. d) Judging Exam (JE). The facilities necessary for the Judging Exam and any other judge-related event(s) on shall be arranged for by Convention Host. Any costs incurred by the host for JE equipment is reimbursable from NPGA per Rules and Regulations, paragraph 14.B.1. 4) Preparing for and running two doe, buck, and wether shows.
5) An area during the shows with approximately 16 linear feet of folding tables for NPGA's Merchandise Department to display and sell merchandise.

9) Host may request a "seed money" loan from NPGA in advance of the convention, but must repay that loan

6) Facilities and a catered dinner for NPGA's Annual Membership Meeting.

8) Liability insurance naming NPGA as a co-insured, as provided herein.

7) Goats and handlers to be used for the Judging Exam.

at the conclusion of the convention.

3. Convention Events					
A) Board of Directors meeting shall be held on, in a suitable room at a Host Hotel					
reserved by the Convention Host.					
i) Coffee and ice water will be provided at no expense to NPGA. All other food and beverages					
requested by NPGA shall be paid for by NPGA. NPGA shall make such requests in writing to the Convention Host.					
ii) The meeting room shall be made available for NPGA's exclusive use from 7:00am until at least					
9:00pm each day.					
B) Selection of National Champion goats shall be held on at 7:00pm, at the facilities					
arranged by Convention Host for said event.					
i) Convention Host will assist the NPGA Judges Training Committee chairperson or his/her delegate by					
furnishing proof of PGCH status/Best Wether wins for each animal.					
ii) The National Champion Challenge shall be run in compliance with applicable NPGA Show Rules. A					
numbering system determined by the host with numbers worn by the exhibitors will be used to identify the					
competing goats.					
iii) NPGA Licensed Judges shall be responsible for their own travel and lodging expenses for the					
National Champion Challenge competition.					
iv) NPGA shall provide trophies for the National Champion Doe, Buck, and Wether.					
C) Pygmy Goat Shows shall be held on					
i) Shows shall be run by Convention Host in compliance with applicable NPGA Show Rules. A					
numbering system determined by the host with numbers worn by the exhibitors will be used to identify the					
competing goats.					
ii) NPGA shall waive all sanction fees for the Convention shows. The Report of Awards and ribbon fees					
for all wether shows shall also be waived.					
iii) Convention Host may hire NPGA Licensed Judges of their choice. Convention Host shall be					
responsible for all expenses for the judges whom they hire, however, agreements between the Convention Hos					
and those judges who are eligible for travel reimbursement by NPGA (as described in NPGA's Rules 8					
Regulations) shall not change NPGA's obligation to provide reimbursement for said judges.					
D) Banquet and general membership meeting shall be held on Facilities shall include a					
public address system for NPGA use.					
E) The annual Judging Exam shall be held on as detailed in Exhibit A. Convention					
Host shall coordinate all Judging Exam activities with NPGA's Judges Training Committee chairperson.					
4. Advertisement					
A) Convention Host agrees to provide a camera ready, full-page advertisement detailing the Convention events					
no later than December 15, to NPGA's MEMO Editor. The advertisement shall be printed by NPGA in black					
and white at no charge to Convention Host in the Winter and Spring issues of MEMO. If the					
Convention Host so chooses, said ad may be printed in full color with Convention Host being responsible to pay					
the difference in price.					
B) NPGA shall provide one set of mailing labels for all members of NPGA to Convention Host which the					
Convention Host may use to distribute information (show flyer, tourism information, etc) directly related to the					
Convention.					
5. <u>Liability, Indemnity and Insurance</u>					
A) Convention Host shall be responsible for payment of, and shall hold harmless, indemnify and defend					
(including litigation costs, expenses and attorney's fees) NPGA from all costs and liabilities of any nature					
whatsoever associated with Convention activities at the Fairgrounds, except those for which NPGA expressly					
assumes responsibility herein, and from all claims, liabilities and damages related to or based upon any injury of					
loss to person or property that occurs or arises at or in relation to Convention activities at the Fairgrounds, and/or					
that results from or is based upon any act or omission at the Fairgrounds of Convention Host.					

B)	Convention	Host shall	obtain an	d maintain	during t	he Convent	ion a con	nprehensive	general	liability
insuranc	ce policy na	ming NPGA	as a co-in	sured with	limits of	not less tha	an one mi	llion dollars	(\$1,000,0	(00.00)
and, not	t less than s	ixty (60) da	ys prior to	the Conve	ntion, sha	II provide NI	PGA with	a certificate	from the	insurer
that suc	ch insurance	e is in effe	ct. The p	remium fo	or such g	eneral liabil	ity insura	nce policy s	hall be p	oaid by
Convent	ion Host for	all Conven	tion activiti	es at the F	airground	s, except fo	r those ju	dge-related (events oc	curring
on		, wh	ich will be	borne by	NPGA. I	n the event	Conventi	on Host fails	to obtain	in such
policy a	nd/or produ	ce said cer	tificate, NF	GA may o	btain suc	n insurance	and Conv	ention Host	shall rei	mburse
NPGÁ fo	r their share	of the cost	of the san	ne.						

6. Right to Injunction

The parties hereto acknowledge that the services to be rendered by the Convention Host under this Agreement and the rights and privileges granted to NPGA under the Agreement are of a special, unique, unusual and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in action at law, and the breach by the Convention Host of any of the provisions of this Agreement will cause NPGA irreparable injury and damage for which it has no plain, speedy or adequate remedy at law. The Convention Host expressly agrees that NPGA shall be entitled to injunctive and other equitable relief, including without limitation a temporary restraining order, preliminary injunction, and permanent injunction, in the event of, or to prevent a breach of any provision of this Agreement by the Convention Host. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that NPGA may have for damages or otherwise. The various rights and remedies of NPGA under this Agreement or otherwise shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law.

7. **Termination**

- A) NPGA may terminate this Agreement without cause at any time upon thirty (30) days written notice to Convention Host.
- B) Either party, for just cause, upon fifteen (15) days written notice may terminate this Agreement. "Just cause" shall mean a material breach of this Agreement described in such notice that is not cured within such fifteen (15) day notice period. In the event of full cure of the breach within such fifteen (15) days, the termination shall not occur and this Agreement shall remain in effect.

8. **General Provisions**

A) NOTICES AND APPROVALS IN WRITING

Any notices or approvals required hereby or given under this Agreement, shall be in writing, signed by the party giving the same, and shall be considered given when delivered personally or two (2) business days after mailed by registered or certified mail, return receipt requested to the parties at the addresses indicated below (or at such other addresses as the parties may specify by notice to the others pursuant hereto):

If to NPGA:		, President	
	c/o NPGA		
	14620 Sunnybank Ave. Bakersfield, CA 93314		
If to Convent	ion Host:	(Name of Principal Host, or Gen. Cha (Street or Mailing Address)	ir)
		(City, State, Zip)	

B) FORCE MAJEURE

Neither party shall incur any liability or penalty for delays due to state of war, riot, civil disorder, fire, labor trouble, strikes, accidents, energy failure, equipment breakdown, delays of suppliers or carriers, action of government or civil authority and acts of God or other causes beyond their reasonable control.

C) DISPUTE RESOLUTION

Any disputes or claims in excess of \$2,000.00 arising out of or related to this Agreement shall be resolved to final binding arbitration before a mutually agreed-upon arbitrator, or, if the parties cannot agree, by an arbitrator appointed by a Superior Court of the State of Washington pursuant to a petition to compel arbitration and/or appoint an arbitrator. The Arbitrator's award shall be final and may not be appealed to any court, except challenges allowed to arbitration awards under Washington law. Judgment may be entered upon the arbitration award in any court having jurisdiction thereof, subject to the limitations of Washington law.

D) ATTORNEY'S FEES AND EXPENSES AND COSTS

The substantially prevailing party shall be entitled to recover from the other party its/their reasonable attorney's fees and litigation expenses and costs incurred in preparation for and in dispute resolution arbitration proceedings and in litigation not barred by the dispute resolution provisions of this Agreement. The party who does not substantially prevail shall also pay the costs of the arbitration and arbitrator.

E) NO AGENCY

Neither party named herein shall in any way be considered an agent, partner, or principal of the other.

F) NO THIRD PARTY BENEFICIARIES

The parties agree that this Agreement is for the benefit of the parties hereto and is not intended to confer any rights or benefits on any third party, and that there are no third party beneficiaries as to this Agreement, or any part or specific provision of this Agreement.

G) GOOD FAITH DEALING

Neither party to this Agreement shall commit any act or take any action that frustrates or hampers the rights of the other party under this Agreement. Each party shall act in good faith and engage in fair dealing when taking any action under or related to this Agreement.

H) AMENDMENTS

All amendments to this Agreement shall be in writing signed by both parties.

I) NO WAIVER OF RIGHTS

The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

J) INTERPRETATION AND CONSTRUCTION

Both parties agree that no provision of this Agreement shall be construed against either party on the grounds that such party or their counsel prepared the same.

K) HEADINGS

The headings of the sections of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

L) GOVERNING LAW

The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Washington.

M) SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and assigns; provided that Editor may not assign his rights under this Agreement without the approval of NPGA, which may be granted or withheld in its sole discretion.

N) TIME OF ESSENCE

Time is of the essence in this Agreement.

O) ENTIRE AGREEMENT

The Agreement contains the entire full and final expression of the agreement of the parties and incorporates all prior agreements and negotiations. There are no other promises or conditions in any other agreement whether oral or written. This Agreement supercedes any and all contracts between the parties.

P) SEVERABILITY

If any provision of the Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such a provision shall be deemed to be written, construed, and enforced as so limited.

9. Acceptance of Terms

- A) The signature of both parties upon this Agreement shall evidence acceptance of these terms.
- B) In witness whereof, the parties hereto have caused this Agreement to be executed as of the date first above written.

President, NPGA	, npga	Dated:
General Chair, who warrants his authority to sign	, Host this Agreement or	Dated:

EXHIBIT A

for

NATIONAL CONVENTION AGREEMENT DATED ______ BY AND BETWEEN THE BOARD OF DIRECTORS OF THE NATIONAL PYGMY GOAT ASSOCIATION ("NPGA") AND THE CONVENTION HOST

Both NPGA and Convention Host agree that the actual number of qualified candidates will not be available until 14 days before the first day of the Judging Exam (JE). The Convention Host shall coordinate the JE requirements and activities with the NPGA Judges Training Committee chairperson. Convention Host understands and agrees that the basic JE requirements are as follows:

1. **FOOD AND DRINKS**

There is a minimum amount of time for lunch breaks so there is usually not enough time to go to nearby restaurants. Also, many out-of-town people at the JE will not have their own transportation. Therefore, food and drinks need to be available at the fairgrounds during both days of the JE. A regular fairgrounds concession stand is appropriate, especially if it has a wide variety of selections. Or Convention Host can provide snacks, lunch, and drinks that may be purchased by judges, candidates, and handlers at a reasonable cost. Lunch (one or both days) can be chips, barbecued hamburgers, salads, beans, and dessert if Convention Host has someone willing to do the work. Fast food place(s) within easy walking distance is acceptable.

An option is sandwiches from a nearby delicatessen. Convention Host can:

- a. Locate a nearby delicatessen that can furnish a lot of sandwiches on short notice and will identify the type of sandwich on its wrapping.
- b. Limit the selection to 2 or 3 choices of cold (not hot) sandwiches.
- c. Include chips in the total price of the sandwich (easier than selling them separately)
- d. Establish a total price (including tax) for each kind of sandwich, rounding up so it's easier to make change.
- e. Have a specific individual responsible for lunch orders:
 - Take sandwich orders from everyone early in the morning on each day
 - Collect for the sandwich when the order is taken, not when the food is delivered
 - Have change ready when taking orders (easier if lunch amounts are rounded)
 - Pass out the sandwiches based on the order list (it doesn't work to set out the sandwiches
 for everyone to help themselves people tend to forget what they ordered and take the
 wrong kind of sandwich).

2. HANDLERS

Convention Host shall provide handlers for the training and test classes. Handling the goats is an important way for non-candidates to participate at the JE. In return for working hard, the handlers have a great opportunity to learn how goats are judged.

Convention Host shall provide someone to coordinate the handlers' activities so they will be available where needed. There is a <u>minimum</u> of 8 handlers needed on the first day and 4 handlers needed on the second day of the JE. However, the more handlers there are the easier and more informative it will be for them. They can take more rest breaks or move to a different set of goats. There is no minimum or maximum age for handlers; however, they need to be strong and skilled enough in showing so candidates will have a good opportunity to judge the goats in each class. Handlers can be related to candidates; just replace them with another handler when the related candidate is doing the test class. Chairs can be placed in the ring for the handlers to use when the goats do not need to be shown.

3. **GOATS**

Convention Host shall provide someone who knows the available goats to coordinate getting the goats out and returning them to their right pens. Each goat will need a collar. There will need to be at least 10-12 leads for the goats. Water buckets should be available in the ring for goats during the classes.

There needs to be a minimum of about 50 goats during the JE so that there is a large enough selection of goats available to form good training classes and fair test classes:

- a. Each training and test "class" will consist of 4 goats of the same sex and general age group.
- b. There will be at least 2 training classes ideally one class of senior does and one of senior bucks.
- c. There will be at least 3 test classes ideally, one of senior does, one of senior bucks, and one of junior does and/or bucks.
- d. Extra goats are needed in each age group so comparable goats can be chosen within every training and test class. Therefore, Convention Host needs to provide a minimum of 12 senior does (2 years and older), 10 senior bucks (over 1 year), 7 junior does (under 2 years and over 6 months but all close to the same age) and 7 junior bucks (between 6 to 12 months old).
- e. Training goats can belong to candidates but test goats cannot.
- f. Neither nursing does nor nursing kids should be used since the classes last too long for the kids to be away from the mothers.
- g. The stress can be too much for very pregnant does or young kids.

4. TRAINING SESSION

The first day of the JE usually starts with registration, usually at 8:00am. The handlers and goats must be there by that time. The goats should be brought in the day before so that the JTC members can review the available goats. The training session immediately follows registration, and includes discussions, hands-on training, and the two training classes.

The Convention Host shall provide a large enough show ring (or an adjacent, sheltered outside area) so that at least 2 training classes can be held concurrently.

5. **TESTING**

The first test class is held after the training on the first day. The other test classes are held the second day. Judging licenses are awarded to qualified candidates after the last test class on the second day.

The Convention Host shall provide the following things during the testing in addition to goats and handlers:

- a. A show ring with the PA (microphone) system that cannot be heard by the waiting candidates.
- b. At least 3 large tables and several chairs at ringside for the scoring panel of judges.
- c. If it is really hot, some large fans by the show ring for the judges and the goats/handlers in the show ring. Each test class can last 2+ hours (depending on number of candidates), which is a long time for the goats in the heat.
- d. A secluded waiting room with tables and chairs for the candidates who must be isolated from non-candidates while waiting their turns for each test class.
- e. A VCR player in that room for the Sexual Harassment Program tape to be shown to candidates.
- f. A restroom that can be used by waiting candidates without having to go near the show ring area during the testing. A separate "candidate" restroom (from the one used by non-candidates) is ideal to facilitate seclusion of candidates waiting to be tested.