

## THOUGHTS ABOUT CONTRACTS

by Marsha S. Himler

Show management and the judge(s) should work out, ahead of time, who is expected to do what and when. Those determinations may then be included in the contract.

A clear and complete contract helps make clear what each entity (the show and the judge) is responsible for and helps avoid confusion and/or hard feelings later on.

IT IS EXPECTED THAT A SHOW WILL PROVIDE A CONTRACT TO THE JUDGE(S) WITHIN TWO (2) WEEKS OF PHONE/EMAIL CONFIRMATION OF HIRING AND THAT THE JUDGE WILL SIGN, DATE AND RETURN SAME WITHIN FIVE (5) DAYS OF RECEIPT. UNTIL /UNLESS A CONTRACT HAS BEEN SIGNED AND DATED, THE JUDGE IS CONSIDERED A "FREE AGENT" AND MAY ACCEPT ANOTHER CONTRACT FOR THE SAME DATES. NO SHOW SHOULD EXPECT A JUDGE TO HOLD CERTAIN DATES FOR EXTENDED PERIODS OF TIME WITHOUT A SIGNED CONTRACT.

**The following are presented only as possible discussion topic. What items are actually included in the contract is up to show management and the judge.**

1. Show name
2. Show dates
3. Divisions and days the judge will be judging if more than one judge
4. Show location
5. Judge's name
6. Daily fee the show will pay the judge for his/her services
7. Per-diem fee the show will pay

NOTE: Per-diem is normally used to reimburse the judge for out-of-pocket expenses for food during the dates of the show. It may be given as a total amount per day or it may be pre-set spending limits for each meal (breakfast, lunch, dinner). It usually does not include alcoholic drinks and may or may not cover meal costs incurred while traveling to and from the show will be covered.

8. Meals (if any) the show will provide for the judge
9. Transportation costs - airfare

NOTE: While some judges will prefer to obtain their own plane tickets, in some cases the show, in consultation with the judge, may obtain and pay for any airplane tickets; The cheapest airfare is usually not refundable and airlines charge fees for any changes.

9. con't

What happens in the case of cancellation of the show can be an important discussion topic as well as payment for mileage to and from the departure airport to the judge's home and whether or not the show will pay any airport parking costs incurred.

10. Transportation costs - personal auto

NOTE: It has been my experience that most shows usually use the current IRS mileage rate allowed (can be found on the Internet and is subject to change during the year.) A lot of shows use Mapquest to determine the 'official' mileage amount. If the preferred transportation route includes toll roads, a discussion as to whether those tolls will be covered is in order.

11. Transportation costs - rental car

NOTE: In the event a rental car is needed, a discussion regarding who makes the reservation (the actual credit card used at pick up must be in the driver's name) and how any gasoline costs will be reimbursed may be useful.

12. Lodging costs - Motel/Hotel/Bed & Breakfast

NOTE: It is important to know the number of nights/dates the show will pay for lodging. In areas where show management may not have personal knowledge of the adequacy of the lodging, someone from show management should try inspect it beforehand to ensure that it is clean and in a location where safety is not an issue. (This comes from personal experience where I was booked into a motel that obviously rented rooms by the hour. I requested different lodging for the second night.)

13. Lodging costs - Private Home

NOTE: To avoid any conflict of interest, if a local resident is going to be the host for the judge (and the judge agrees to stay in a private home), the show should ensure that the host/hostess or a member of that person's immediate family will not be showing at the show.

14. Termination of the Contract - Show cancellation policy

NOTE: In some cases a show may find it necessary to terminate the contract or cancel the show; therefore, it is prudent that a discussion occur about this possibility. Ex: if a show is cancelled more than 121 days prior to the show, no recompense/cancellation penalty will be paid the judge; 90-120 days prior to the show, 1/3 of the judge's total fee will be paid; 45-89 days prior to the show, 1/2 the judge's total fee will be paid; less than 45 days prior to the show, 3/4 the judge's total fee will be paid. Since a judge may have had to refuse other offers to judge for the same dates, it is not fair to penalize the judge for the show's cancellation.

15. Termination of the Contract - Judge cancellation policy

NOTE: In some cases a judge may find it necessary to cancel a contract; therefore, a discussion about what will happen in such an event is also prudent. While I have not had to cancel a contract, I do know of instances where this has occurred. Generally, the judge should attempt to provide a suitably qualified replacement AND pay any expenses over and above what the show would have incurred under the original contract *IF* those expenses have been incurred by the time of cancellation. While it is courteous for the original judge to obtain a replacement, show management may wish to try and find a new judge on its own.

16. MISCELLANEOUS - Judges & Show Management

Judges should be aware that show management has NO obligation to incur any expense for those persons who wish to bring "traveling companions" (ie. spouses, partners, family members or friends) with them to the show. A judge is hired to do a specific job; judging a show is no different from reporting to a regular work site. If you would not take your spouse/partner/friend/etc. with you to a 'regular' job, you probably should not bring him/her to a show with you. Obviously, there are occasions where a judge's spouse/partner, etc. will travel with the judge and there is nothing wrong with this. In any event, a judge should not ask show management to cover ANY PART of the expense of bringing a 'traveling companion' with them to a show. If the judge is going to be bringing someone with him/her, then I would suggest the contract specifically state any extra expense for travel, lodging, meals, transportation, etc. incurred by or because of the second person will be the sole responsibility of the judge and will not be reimbursed by show management.

Show management should not ask a judge to share a room with someone the judge does not know nor should the judge be expected to do so. If cost containment measures must be that restrictive, it is suggested the show look into the possibility of putting the judge up in a private home instead.

**These guidelines are intended as guidance to show managers in developing appropriate agreements with show judges. This document is not intended as legal advice and should not be relied upon as such. Show managers/judges should consult legal counsel competent in the state law which governs the contractual relationship.**