

## INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement is entered into this 23rd day of October, 2008, by and between the Alpaca Llama Show Association (ALSA) and Cheryl Ryberg. The Alpaca Llama Show Association is a non-stock corporation, operating under Chapter 181 of the Wisconsin statutes, herein referred to as "ALSA." Cheryl Ryberg, herein referred to as "Cheryl".

1. Retention: ALSA retains Cheryl to perform services as Executive Secretary of ALSA for a period of one year beginning January 1, 2009 and ending December 31, 2009, unless sooner terminated as hereinafter in accordance with the terms and conditions set forth in this agreement. Services shall be provided in accordance with dates stated unless terminated by either party as provided in this agreement.
2. Independent Contractor: Cheryl agrees and does hereby enter into this Agreement with ALSA to perform the work of Executive Secretary as outlined in Schedule "A", attached hereto. Furthermore, Cheryl agrees that she shall bear the cost of the use of her office space, furniture, computers and equipment other than what is owned by ALSA as outlined in Schedule "A". It is understood that should Cheryl employ additional personnel to complete the work set forth in Schedule "A", all such costs shall be the responsibility of Cheryl. In addition to the compensation in Section 5, ALSA shall reimburse Cheryl for reasonable travel expense, approved in advance by the ALSA B.O.D., associated with trips exclusively to benefit ALSA.
3. Ownership of Work: This Agreement is not intended to and shall not be deemed to create an employment, agency, partnership or joint venture relationship between ALSA and Cheryl, but solely an independent contractor relationship. As an independent contractor, Cheryl shall be solely responsible for any and all reports, taxes, or other administrative or financial matters required of an independent contractor by any federal, state, or local law or authority. Cheryl shall indemnify ALSA against all claims and demands resulting from the failure of Cheryl to comply with the provisions of this section. As Cheryl is an independent contractor, ALSA shall not be responsible for providing Cheryl with benefits or monies (including insurance of any kind), other than as expressly set forth in this agreement.
4. Delivery and Acceptance: Cheryl will complete work as specified by ALSA and do any office related, not committee related, jobs deemed necessary (by the ALSA Board of Directors) to fulfill the requirements of this position and any that will benefit, promote and grow the ALSA organization. At such time as this contract is terminated or run its course, Cheryl will provide her successor with the materials, accounts, codes and knowledge to make a smooth transition. The services will conform to the hereby written specifications and instructions of ALSA and are subject to ALSA's acceptance and approval.
5. Compensation: Cheryl will be paid an annual amount of \$60,000 to be paid in equal monthly installments on the 1st of each month, beginning January 1st, 2009, and ending December 1st, 2009.

6. Confidentiality: During the course of Cheryl's performance of services for ALSA, Cheryl will receive, have access to, and create documents, records and information of a confidential and proprietary nature to ALSA. Cheryl acknowledges and agrees that such information is an asset of ALSA, is of a confidential nature, and must be kept strictly confidential and used only in the performance of Cheryl's duties under this Agreement. Cheryl agrees that she will not use, disclose, communicate, copy or permit the use of disclosure of any such information to any third party in any manner whatsoever. Upon termination of this Agreement or when this contract has run its course, Cheryl will provide her successor with the materials, accounts, codes and knowledge to make a smooth transition. Upon the request of ALSA, Cheryl will return to ALSA all of the association's records and information and all copies or reproductions thereof, which are in Cheryl's possession or control.
7. Rights and Titles: It is understood and agreed that ALSA shall have the entire exclusive and worldwide right, title, and interest in all works, matters, files, computer databases, and other information maintained, produced or created by Cheryl on behalf of ALSA including, but not limited to, all animal point records, youth point records, membership records, show records, and financial records, bank accounts, web accounts, credit cards and all related confidential information such as usernames and passwords pertaining to any of the above. Within 7 days of receipt of written notice, approved by majority vote of the ALSA Board of Directors to provide such information, Cheryl shall forward printed copy, computer disk or CD backup to the President of ALSA. Cheryl hereby sells, transfers, disclaims and sets over unto ALSA the entire exclusive and worldwide right, title, and interest in and to the aforesaid works, matters, databases, and other information now or hereafter maintained, produced or created for ALSA during the term of this Agreement.
8. Permissions and Releases: ALSA agrees to defend, indemnify, and hold Cheryl harmless from and against all claims, liabilities, causes of action, expenses, losses or damages and/or attorney fees with respect to acts done or materials produced or furnished by Cheryl with the direction, control or other such authorization of ALSA. Cheryl agrees to defend, indemnify, and hold harmless ALSA, its officers and directors from and against all claims, liabilities, causes of action, expenses, losses or damages, and/or attorney fees with respect to acts done or materials produced or furnished by Cheryl in a negligent, illegal or tortuous manner, or without the direction, control or other such authorization of ALSA.
9. Termination: It is agreed that ALSA reserves the right to terminate, by a majority vote of the directors, this Agreement upon ninety (90) days advance written notice: if (1) Cheryl breaches the terms and conditions of this Agreement; or (2) if services provided by Cheryl do not conform with the specifications and instructions of ALSA.
10. Termination by Contractor: It is agreed that Cheryl reserves the right to terminate this Agreement with ninety (90) days advance written notice to ALSA if (1) ALSA breaches the terms and conditions of this Agreement or (2) if personal reasons cause it necessary

for her to do so; and that Cheryl will assist in training a replacement Independent Contractor within said 90 days.

11. Force Termination: If either party hereto is unable to perform any of its obligations hereunder by reason of fire or other casualty, strike, act or order of public authority, act of God, or other cause beyond the control of such party, then such party shall be excused from such performance during the pending time of such cause. At such time, compensation would end until a satisfactory resolution to the problem emerges.
12. Any renewal or extension of the Agreement past its termination date of December 31, 2009, must be approved by a majority vote of the ALSA Board of Directors.
13. This Agreement constitutes the only agreement between the parties and supersedes all prior agreements. This Agreement may not be altered, modified, or amended except by a written agreement signed by both parties. Such alteration, modifications, or amendments must be approved by a majority vote of the ALSA Board of Directors. This Agreement shall be construed under the laws of the State of Wisconsin.
14. All notices required to be given under this Agreement shall be given in writing by mail to ALSA at the address of its then current President; to Cheryl Ryberg at 607 California Avenue, Pittsburg, PA 15202 or to such other address as may be designated by either party of the other in writing from time to time.
15. Any dispute between ALSA and Cheryl, other than those claims arising out of paragraphs 6 and 7 of this Agreement, shall be decided in an arbitration held before an arbitrator selected through the American Arbitration Association and operating under the American Arbitration Association's Employment Arbitration Rules. The arbitration shall be held in Milwaukee, Wisconsin. In such arbitration, the parties shall each pay 50% of all administrative fees of the American Arbitration Association as well as of the fee of the arbitrator. Such arbitrator shall have the power to enter any remedy available to either ALSA or Cheryl in a Wisconsin Court of original jurisdiction.

In the event an injunction was issued directing Cheryl not to take any action in breach of this Agreement, Cheryl will reimburse ALSA for the legal fees and costs incurred in obtaining that injunction.

Compliance with the covenants set forth in paragraphs 6 and 7 in this Agreement is necessary to protect the business and good will of ALSA. Any breach of these covenants will result in irreparable and continuing damage to ALSA, for which monetary damages may not provide adequate relief. Accordingly, in the event of any breach or anticipatory breach of paragraphs 6 and 7 by Cheryl, ALSA and Cheryl both agree that ALSA is entitled to the following relief from a Court of competent jurisdiction as a result of any such breach, in addition to remedies otherwise available at law or in equity: (i) injunctions, both preliminary and permanent, enjoining or restraining such breach or anticipatory breach, to which Cheryl consents to the issuance therefore (without the posting of any bond) by any court of competent jurisdiction, and (ii) recovery of all sums and costs expended, including reasonable attorneys' fees, incurred by ALSA to enforce

the provisions of this Agreement. Cheryl and ALSA agree that any action brought to enforce the rights and/or obligations set forth in paragraphs 6 and 7 will be instituted only in either a court of the State of Wisconsin or the United States District Court for the Eastern District of Wisconsin and both parties consent to the jurisdiction of either Court.

In witness hereof, ALSA and Cheryl Ryberg have entered into this Agreement

Date: October 23, 2008

Date: October 23, 2008

\_\_\_\_\_  
Mary Beth McCormick  
ALSA President

\_\_\_\_\_  
Cheryl Ryberg  
Independent Contractor

## SCHEDULE "A"

### GUIDELINES FOR THE EXECUTIVE SECRETARY OF ALSA

#### **General:**

1. Complete work as specified by the ALSA BOD and to do any other jobs deemed necessary (by the ALSA board) to fulfill the requirements of this position. All services will conform to the specifications and instructions of ALSA BOD and are subject to ALSA BOD acceptance and approval.
2. Maintain regular office hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, except legal or negotiated holidays.
3. Answer procedural questions or direct policy questions to the appropriate board or committee member.
4. Complete, manage, or assist in the listed, but not limited to, responsibilities below.

#### **Process Memberships:**

Process new and renewed memberships.  
Enter member data in computer as specified by Board.  
Produce membership card on an annual basis, excluding existing lifetime members.  
Send letter, membership card, handbook, and other specified items to members (except for initial handbook and membership directory mailings done by the publisher).  
Coordinate any specified mailings.

#### **Sanction Shows:**

Receive and sanction show agreement and fees.  
Review and correct show class lists and information.  
Enter all show data into computer as requested.  
Assist show management with completion of forms as necessary.  
Pursue show management slow in response.  
Provide show information to Showring.

#### **Coordinate Regional Championship Shows and the Grand National Show:**

Assist Committee to format entry forms for each Region and National.

#### **Maintain ALSA Award System and Youth Awards:**

Calculate points for each member participant following receipt of show results.  
Enter points in computer from shows submitted.  
Maintain separate copy of point results for each show in show file for a period of two years.  
Provide award information to Showring.

#### **Purchase Office Supplies, arrange UPS deliveries, and contract printing, as necessary.**

#### **Manage ALSA Telephone and Fax Lines:**

Answer telephone, email, and fax requests or direct them accordingly.

#### **Maintain inventory of Showmanship Video, "Caring for Llamas and Alpacas", Hormel Scorers, Obstacle Manuals, and Handbooks.**

Invoice and mail disks/CDs and books as requested.  
Format and print labels for videos

**Assist Election Committee:**

Supply mailing labels and a list of members eligible to vote.  
Advance funds for supplies as needed.

**Prepare Mailing Labels:**

Provide membership labels to show management and editor of Showring as requested.

**Office and Finance:**

Receive all correspondence and funds mailed to the ALSA Office  
Ledger each receipt of funds. (Using ALSA QuickBooks Program)  
Deposit all funds into ALSA bank account on a timely basis.  
Enter each deposit into the computer General Ledger (QuickBooks), with complete information.  
Prepare checks for accounts payable and forward to the Treasurer with invoice, unless directed otherwise by an authorized member of the Board.  
Review and reconcile bank statement.  
Prepare back-up files and send to Treasurer and/or President upon request. (Needs to keep computer networked to Treasurer's computer)  
Review financial transactions with Treasurer.  
Review and obtain necessary approvals for expense reimbursements  
Assist accountant in preparation of annual tax returns  
Supply all information necessary for an annual audit when Board of Directors orders an audit.  
Prepare and send to the Board a comparative monthly and year to date report of memberships, shows sanctioned, animals shown and other information that the Board needs to make informed decisions.

**Understand and Be Able to Explain ALSA Handbook:**

Be thoroughly familiar with ALSA Handbook and rules and policies therein.

**Showring Magazine:**

Provide Editor with:

- Sanctioned show information and dates for each publication.
- New ALSA award recipients.
- New ALSA Youth award Recipients.
- Update Officer, Director, and Committee information for each publication.
- Provide "Office Talk" Article for each issue of publication.

**Attend all BOD meetings.****Office Equipment to be provided by Independent Contractor:**

- Computers with basic software.
- Printers
- Telephone Equipment
- All necessary furniture

**Items to be provided by ALSA:**

- Copier
- Fax Machine
- Up to three Telephone Lines (1 for phone lines, one for fax, one for credit card relays);
- CPA audit of books and tax return at the discretion of the Board.
- Fees for high speed internet access. (DSL line)