



Established 1957

AUSTRALIAN SHEPHERD CLUB OF AMERICA, INC.®

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Bryan, TX 77808-9652

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This report details the day to day activities of the ASCA Board of Directors and includes issues before the ASCA Board and communications done by mail, fax, email and/or phone.

July 1-31,

89:14 -ASCA Breeder Judge Application-Jasa Peterson has been approved as a Non-Regular Breeder Judge.

92:12- O.P. Judge Program-Donald Jeszewski has been approved as an O.P. Provisional Judge.

98:05- Conformation Committee-Gemini Sasson-Brickson has been appointed to the Conformation Committee.

90:38- Agility Committee-Entry Forms-Motion by Trumbull-Clark, seconded by Gray.

I move to accept the following recommended revisions to the Agility Rulebook:

AgC99-4: Moved by Paul Kirk and seconded by Pete Dolan, approved unanimously (13 yes, 0 no) by the Agility Committee: That the ASCA Agility Committee recommends to the Board that the revisions below be added to the Agility Rulebook and be made effective January 1, 2000 and that clubs make efforts to conform as quickly as possible before this date to be of assistance to the ASCA Business office:

Insert at the end of the first paragraph of Section 2.1.3 (page 2) the following two sentence: "All entry forms shall be 5-1/2" by 8" (i.e., the size of one-half of an 8-1/2" by 11" piece of paper). Entry forms put at web sites by the hosting club *must* use .pdf format so that the front of the entry form is no larger than 5-1/2" by 8-1/2" when downloaded and printed and the site must have on the same web page (by the side of the front of the entry form), the agreement form which when downloaded is no larger than 5-1/2" by 8-1/2" such that both the front of the entry form and the agreement that normally is on the back of the entry form appear together on one 8-1/2" by 11" page when printed."

Add an additional subsection 2.6.5.4 to Section 2.6.5 newly revised:

2.6.5.4 The original entry forms (or copies of these forms) for *all* dogs and owner/handlers reported on the results form (marked catalog) must accompany the results form (marked catalog) and be sent to the ASCA office. The ASCA office keeps all entry forms for a period of one year; the office can make available to a club an entry form, if for some reason the club has need of a specific entry form subsequent to the date that the entry form has been sent to the ASCA office.

Committee's Comments: The ASCA Business Office has requested that the Agility entry forms be standardized in size to 5-1/2" by 8"; it would make the staff's work easier. Different size entry forms are cumbersome for the Business Office to handle and store. This is a reasonable request in that most clubs independently choose to make entry forms this size since two forms can be reproduced on one 8-1/2" by 11" piece of paper which provides economy in the mailing of premiums. The requirement that this standardized size be used when clubs post entry forms on web pages is also a highly reasonable request.

Committee motion submitted by, Paul Kirk, Agility Committee Chair

Approve: Kyle, Lori, Terry, Linda, Jane, Gary & Phil.

Non-Voting: Michelle & Kathy.

Motion is approved.

92:21 ARPH-Motion with contract-Motion by Wildhagen, seconded by Martin.

Following several weeks of discussions between Charles Carnese, Kari Blackburn and the ARPH attorney, Mark Smith, it appears that all parties have found agreement in the drafting of a motion and subsequently, a contractual arrangement that will allow ARPH to begin the process of separating from ASCA and incorporating as a 501(c3) institution. Based on agreements and recommendations from the ARPH Administrator, I am pleased to provide the following motion: Motion by Phil Wildhagen-

Whereas, the Board of Directors of ASCA finds that:

- 1) The separate incorporation of ASCA's rescue program (ARPH) is in the best interests of ASCA at this time, will allow for tax-deductible contributions from ASCA members, affiliate clubs, other organizations, and the general public, and will provide for the protection of Australian Shepherd dogs in need of rescue;
- 2) It is advisable to separate ASCA from the function of rescue of Australian Shepherd dogs for legal and tax-related reasons; and
- 3) The ARPH Committee has approved of the incorporation of ARPH and continued service of such corporation as ASCA's official rescue organization.

Now, Therefore, BE IT RESOLVED:

- 1) That the investigation authorized by Motion of this Board has been conducted and that the foregoing findings supersede the other provisions of said Motion (which is more specifically identified under file number 92:21 ARPH; motion dated January 14, 1999 by Phillip C. Wildhagen; seconded by Michelle Berryessa; approved by vote of the Board as of January 23, 1999.)
- 2) That ASCA authorizes the separate incorporation of ARPH as a corporation organized under the laws of the Commonwealth of Pennsylvania and qualified under the provisions of 26 USC Sec. 501(c)(3) as a charity.
- 3) That ASCA shall pay the costs of such incorporation and qualification for tax-exempt status, as approved by the ARPH Committee, costs for which are currently estimated at \$1,000.00.
- 4) That upon such incorporation, ASCA shall enter into the attached contract with such new corporation, and that the president of ASCA is authorized to execute such contract on behalf of ASCA.
- 5) That upon majority approval of this motion, ASCA shall prepare a check made payable to Wolf, Block, Schorr and Solis-Cohen LLP in the amount of \$1,000.00 to cover the above-referenced costs, and drawn on the ARPH Bank One checking account in Phoenix, Arizona; and that said check shall be promptly forwarded to Mark J. Smith, Wolf, Block, Schorr and Solis-Cohen LLP, Twelfth Floor Packard Building, 111 South 15th Street, Philadelphia, PA 19102.

Seconded by Terry Martin

AGREEMENT

THIS AGREEMENT, made and entered this ____ day of _____, 1999, by and between THE AUSTRALIAN SHEPHERD CLUB OF AMERICA, INC. ("ASCA"), a Washington non-profit corporation, and AUSSIE RESCUE & PLACEMENT HELPLINE, INC. ("ARPH"), a Pennsylvania non-profit corporation.

W I T N E S S E T H:

WHEREAS, ASCA has been sponsoring a rescue program known as the Aussie Rescue & Placement Helpline, using the acronym ARPH, for several years; WHEREAS, it has been determined that a separate non-profit corporation for charitable and animal cruelty prevention purposes should be established to operate a rescue program for Australian Shepherd dogs; WHEREAS, ARPH has been established to take over and operate a rescue program for Australian Shepherd dogs in lieu of the rescue program previously operated by ASCA; NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Status

ARPH is hereby recognized as ASCA's official rescue organization. ASCA agrees to forward to ARPH all inquiries, requests, or other issues involving the rescue and placement of Australian Shepherd dogs.

2. Records

ASCA has transferred to ARPH all books and records of dogs in ASCA's rescue program, including the records of dogs previously placed through ASCA's own rescue program, and dogs currently in foster care.

3. Ownership

ASCA hereby assigns, transfers and conveys all its right, title and interest in and to the rescue dogs currently in its foster care to ARPH.

4. Supplies

ASCA hereby assigns, transfers and conveys to ARPH all supplies and equipment purchased for ASCA's own rescue program.

5. Disposition of Rescue Funds

ASCA and ARPH recognize that ASCA has in its possession funds which were donated by the public to ASCA for ASCA's rescue program (the "rescue funds"). These funds are currently in the approximate amount of \$20,000.

Coincident with the execution of this Agreement, ASCA will donate \$10,000 of the rescue funds to ARPH as initial operating capital. No later than December 31, 1999, ASCA will donate the net remaining rescue funds after any taxes, to ARPH. ASCA shall provide an accounting of any expenditures from such funds to ARPH. Such funds shall be retained in the existing Bank One savings account in Phoenix, Arizona.

6. Assumption of Responsibility

ARPH agrees to assume all responsibility for all dogs previously placed into ASCA's rescue program and which have not been released from such program.

7. Intellectual Property

ASCA hereby assigns, transfers and conveys all its right, title and interest in and to the trademark, service mark and acronym ARPH, together with the right to the use of the phrase "Aussie Rescue & Placement Helpline" to ARPH.

8. Expenses

ARPH agrees to assume and pay all reimbursable expenses incurred by ASCA's rescue volunteers prior to incorporation that are submitted to either ASCA or ARPH after the date of ARPH's incorporation, provided that any such expenses are reimbursable under the rules of ASCA's rescue program.

9. Donations

In the event that ASCA receives donations intended for its rescue program after the date of this Agreement, ASCA agrees to cause such donations to be made to ARPH, rather than ASCA's previously existing rescue program.

10. Aussie Times

ASCA agrees to provide space in its official publication, Aussie Times, for ARPH to report to and communicate with ASCA's membership regarding ARPH's rescue activities. ARPH currently is utilizing three pages in each issue for such purposes. ASCA agrees to provide a sufficient amount of space in subsequent issues of the Aussie Times for ARPH's purposes. The amount of such space will be limited by printing considerations as determined by negotiations between ARPH and ASCA's Aussie Times Editor.

11. ASCA National Specialty

ASCA agrees to provide booth space to ARPH at ASCA's National Specialty each year. ARPH agrees to present an annual report to the ASCA membership at such National Specialty. ARPH agrees to pay all costs of sending its representatives to such Specialty to present such report and operate said booth.

12. Website

ASCA agrees to advertise ARPH as its official rescue organization on the ASCA website and to provide a link from said site to a website maintained by ARPH.

13. Telephone

ASCA currently operates the 1-800-892-ASCA telephone line. ARPH uses this telephone line to receive inquiries and information regarding rescue situations. ASCA will continue to allow ARPH to maintain its current voicemail boxes on the ASCA telephone line. ARPH agrees to establish and operate its own 1-800 telephone line and, as of the execution of this Agreement, agrees to begin advertising to the public ARPH's new telephone line.

14. Board Liaison

ASCA will continue to designate one of its Directors as the Board Liaison to ARPH to facilitate communication between ASCA and ARPH. Such Director shall be approved as such liaison in advance by ARPH. ARPH agrees to consult with ASCA's Board of Directors regarding any changes to its rules and regulations regarding the rescue and placement of Australian Shepherd dogs. Prior to publication in the Aussie Times, ARPH's report must be reviewed and approved by such Board Liaison.

15. ARPH Board

ARPH agrees to advise and consult with ASCA with respect to any changes in its Board of Directors, to present a quarterly report to the ASCA Board of Directors regarding Australian Shepherd dogs rescued and placed, and ARPH's financial affairs.

16. Financial Obligations

It is understood and agreed between the parties that ARPH, as a separate corporation, is responsible for all of its own costs of its operations, including operating its rescue operation, and that ASCA has no financial obligation to ARPH except as set forth in this Agreement.

17. Insurance

As further consideration to ASCA for entering into this Agreement, ARPH shall obtain general liability insurance in an amount not less than one million dollars single limit coverage. ARPH agrees to make ASCA a named insured under the terms of such policy. ARPH agrees to provide ASCA with a copy of said policy and to consult with ASCA with respect to all other insurance coverages.

18. Indemnity

ARPH agrees to indemnify and hold ASCA harmless from all loss, cost and expense whatsoever, including attorney fees, relating in any manner to dogs which have been placed under ASCA's rescue program, dogs to be placed under ARPH's rescue program, or any other matter relating in any way whatsoever to the rescue program previously operated by ASCA and now operated by ARPH. Nothing in this Agreement is intended to or should be construed to assign or impose any liability upon ARPH for ASCA's taxes or any penalties or interest imposed upon ASCA relating to taxes.

19. Termination

This Agreement shall continue until terminated in accordance herewith. This Agreement may be terminated as follows:

A. By mutual agreement of the parties at any time;

B. By ASCA under the following conditions:

(i) ARPH's breach of any of the terms and conditions of this Agreement and its continued default of any of such terms and conditions after 30 days notice to cure;

(ii) ARPH's entering into any agreement to act as a rescue organization for any other organization, other than ASCA, without ASCA's prior written consent.

(iii) ARPH's bankruptcy, insolvency, cessation of business, or failure to obtain, or revocation of, Section 501(c)(3) tax exempt status from the Internal Revenue Service; or

(iv) At any time after January 1, 2003, ASCA's belief that it is in its own best interests to terminate this agreement. Termination under this provision shall occur only after consultation with ARPH's Board of Directors and upon 90 days prior written notice.

C. By ARPH under the following conditions:

(i) ASCA's breach of any of the terms and conditions of this Agreement and its continued default of any of such terms and conditions after 30 days notice to cure;

(ii) ASCA's bankruptcy, insolvency or cessation of business; or

(iii) At any time after January 1, 2003, ARPH's belief that it is in its own best interests to terminate this agreement. Termination under this provision shall occur only after consultation with ASCA's Board of Directors and upon 90 days prior written notice.

20. Notice Defined as used throughout this Agreement, the term Notice means written notice by one of the following: Certified U.S. Mail; Federal Express with recipient signature; or UPS with recipient signature. Delivery will be to the following addresses:

ARPH:

Kay Marks
RR 3 Box 2970
Honesdale, PA 18431-9583

ASCA:

Business Office
6091 E. State Hwy 21
Bryan, TX 77808-9652

21. Mutual Consideration

Both ASCA and ARPH hereby avow that they are beneficially interested in the performance of each term of this Agreement and in the cooperation and coordination in performing and promoting the rescue efforts of ARPH and the related activities of ASCA. Neither ASCA nor ARPH will deny that it received consideration for the execution of this Agreement or the acceptance of performance of the Agreement by the other.

IN WITNESS WHEREOF, The parties hereto have executed this Agreement as of the date first hereinabove written.

AUSTRALIAN SHEPHERD CLUB OF AMERICA, INC.

AUSSIE RESCUE & PLACEMENT HELPLINE, INC.

By

By

Approve: Phil, Gary, Terry & Jane. Disapprove: Kathy, Kyle, Linda & Lori.
Non-Voting: Michelle.
Motion is defeated.

99:11-Application to Affiliate-OCEANVIEW ASC. ASCA welcomes Oceanview ASC as a new affiliate club. President is Carrie Christensen, 30191 Silver Spur Rd., San Juan Capistrano, CA 92675. Affiliate Representative is Barbara Brooks, 2148 W. 230 South, Torrance, CA 90501

99:03-Application to Affiliate-ROCKY MOUNTAIN ASC. ASCA welcomes the Rocky Mountain ASC as a new affiliate club. President is Annette Cyboron, 4100 S. Logan St., Englewood, CO 80110. Affiliate Representative is David Plaul, 2540 S. Ivy St., Denver, CO 80222.

98:27 WEBMASTER-WEBMASTER POSITION DESCRIPTION-Motion by Warren, seconded by

Gray. I move to accept the following Webmaster Position Description and management of the Webmaster position as Board Policy.

Position Description:

The position of ASCA Webmaster is stated quite simply, "the ongoing maintenance and enhancement of ASCA's website". This person will be responsible for the layout, maintenance, enhancement and extension of the ASCA Website per ASCA's needs. The webmaster will work with the ASCA Standing Committees, ASCA Business Office, ASCA Educational Coordinator and any other ASCA Employees or Volunteers to provide such information as is deemed appropriate and relevant to ASCA's objectives or the objectives of those committees, employees, or volunteers as they relate to ASCA's objectives. This person will also be responsible for proposing enhancements and changes to the ASCA Site and/or the content of the site to better serve the needs of the site's consumers.

The ASCA Webmaster shall have the following minimum skills:

- Good written and verbal skills.
- Demonstrated ability to develop WWW Sites.
- Demonstrated Information Technology expertise.
- Information presentation knowledge.

These are skills we desire, but are not required:

- CGI Scripting knowledge.
- Applet development knowledge.

Today, the primary purposes of the site are to do the following:

- Provide basic information to prospective and new Aussie Owners.
- Provide more in-depth information for those who seek it.
- Provide ongoing information about the workings of ASCA to ASCA members which should include, but not be limited to, the following:

- * Secretary's Reports.
- * Meeting Minutes.
- * Motions and Voting at the Board Level.
- * Committee Reports.
- * Events Calendar.
- * Merit Awards Program Standings.
- * Program Finals Standings (i.e., SDC Finals Program).
- * Events Results.
- * Online Questionnaires (i.e., DNA Survey).
- * Full set of ASCA Forms (sanctioning, entry, etc.)
- * Nationals "circuit" premium lists.
- * Special offers and current News items (i.e., Jacket, Yearbooks).
- * Frequently Asked Questions (and answers) about Aussies.

How to manage the position.

Provide a liaison to guide and direct the changes to the ASCA Site.

- The liaison shall be proposed by the Webmaster.
- The liaison shall have web access, in addition to the e-mail access required of all Directors.
- It shall be the responsibility of the liaison to provide a two-way communication link between the Board and the Webmaster.
- The liaison shall approve or disapprove additional content on the ASCA site as is deemed appropriate, with updates on additional content going to the ASCA Board of Directors.

Comments: Brief History

The ASCA Web presence was first formally proposed to the ASCA Board of Directors on May 16, 1995 by Maarten Walter. In his proposal, he made reference to a number of pieces of information that could be included on the ASCA Site. The list is as follows:

- Calendar of Events
- Nationals Premium List
- Show and Trial Results
- Top Dog Listings
- Rules
- Committee Reports
- Communications between Committee Members (in private)
- Conversations (mailing list)
- Questions of the ASCA Business Office
- Questions for the ASCA Board
- Forms (the fill-in type)

Since the time Maarten made his original proposal, the Internet has grown tremendously. The growth of the Internet is well documented, but let's be honest--it's rapid growth and acceptance has surprised everyone. It's continued and accelerating growth is continuing to surprise everyone. It has also evolved into a functioning communication tool.

After almost 3 months, the Board got back to Maarten and moved forward with acquiring and setting up a website. The site was managed by Maarten from 1995 until late December 1998. After a vote by the board at Maarten's recommendation, Patrick MacRoberts took over the ASCA Website.

Approve: Gary, Kyle, Kathy, Lori & Linda.

Disapprove: Jane, Terry & Phil.

Non-Voting: Michelle.

Motion is approved.

92:21 ARPH-NEW MOTION-Motion by Wildhagen, second by Terry Martin.

Whereas, the Board of Directors of ASCA finds that:

- 1) The separate incorporation of ASCA's rescue program (ARPH) is in the best interests of ASCA at this time, will allow for tax-deductible contributions from ASCA members, affiliate clubs, other organizations, and the general public, and will provide for the protection of Australian Shepherd dogs in need of rescue;
- 2) It is advisable to separate ASCA from the function of rescue of Australian Shepherd dogs for legal and tax-related reasons; and
- 3) The ARPH Committee has approved of the incorporation of ARPH and continued service of such corporation as ASCA's official rescue organization.

Now, Therefore, BE IT RESOLVED:

- 1) That the investigation authorized by Motion of this Board has been conducted and that the foregoing findings supersede the other provisions of said Motion (which is more specifically identified under file number

92:21 ARPH; motion dated January 14, 1999 by Phillip C. Wildhagen; seconded by Michelle Berryessa; approved by vote of the Board as of January 23, 1999.)

2) That ASCA authorizes the separate incorporation of ARPH as a corporation organized under the laws of the Commonwealth of Pennsylvania and qualified under the provisions of 26 USC Sec. 501(c)(3) as a charity.

3) That ASCA shall pay the costs of such incorporation and qualification for tax-exempt status, as approved by the ARPH Committee, costs for which are currently estimated at \$1,000.00.

4) That upon such incorporation, ASCA shall enter into the attached contract with such new corporation, as approved by Charles Carnese, ASCA's attorney; and that the president of ASCA is authorized to execute such contract on behalf of ASCA.

5) That upon majority approval of this motion, ASCA shall prepare a check made payable to Wolf, Block, Schorr and Solis-Cohen LLP in the amount of \$1,000.00 to cover the above-referenced costs, and drawn on the ARPH Bank One checking account in Phoenix, Arizona; and that said check shall be promptly forwarded to Mark J. Smith, Wolf, Block, Schorr and Solis-Cohen LLP, 1650 Arch Street, 25th Floor, Philadelphia, PA 19103.

AGREEMENT

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W I T N E S S E T H:

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1. Status

ARPH is hereby recognized as ASCA's official rescue organization. ASCA agrees to forward to ARPH all inquiries, requests, or other issues involving the rescue and placement of Australian Shepherd dogs.

2. Records

ASCA has transferred to ARPH all books and records of dogs in ASCA's rescue program, including the records of dogs previously placed through ASCA's own rescue program, and dogs currently in foster care. ARPH agrees to maintain such books and records and make them available to ASCA upon ASCA's request and upon reasonable notice.

3. Ownership

ASCA hereby assigns, transfers and conveys all its right, title and interest in and to the rescue dogs currently in its foster care to ARPH.

4. Supplies

ASCA hereby assigns, transfers and conveys to ARPH all supplies and equipment purchased for ASCA's own rescue program.

5. Disposition of Rescue Funds

ASCA and ARPH recognize that ASCA has in its possession funds which were donated by the public to ASCA for ASCA's rescue program (the "rescue funds"). These funds are currently in the approximate amount of \$20,000. Coincident with the execution of this Agreement, ASCA will donate \$10,000 of the rescue funds to ARPH as initial operating capital. No later than December 31, 1999, ASCA will donate the net remaining rescue funds, after any taxes, to ARPH. ASCA shall provide an accounting of any expenditures from such funds to ARPH. Such funds shall be retained in the existing Bank One savings account in Phoenix, Arizona.

6. Assumption of Responsibility

ARPH agrees to assume all responsibility for all dogs previously placed through ASCA's rescue program, all dogs which have not been released from such program, and all dogs currently in foster care.

7. Intellectual Property

ASCA hereby assigns, transfers and conveys all its right, title and interest in and to the trademark, service mark and acronym ARPH, together with the right to the use of the phrase "Aussie Rescue & Placement Helpline" to ARPH.

8. Expenses

ARPH agrees to assume and pay all reimbursable expenses incurred by ASCA's rescue volunteers prior to incorporation that are submitted to either ASCA or ARPH after the date of ARPH's incorporation, provided that any such expenses are reimbursable under the rules of ASCA's rescue program.

9. Donations

In the event that ASCA receives donations intended for its rescue program after the date of this Agreement, ASCA agrees to cause such donations to be made to ARPH, rather than to ASCA's previously existing rescue program.

10. Aussie Times

ASCA agrees to provide space in its official publication, Aussie Times, for ARPH to report to and communicate with ASCA's membership regarding ARPH's rescue activities. ARPH currently is utilizing three pages in each issue for such purposes. ASCA agrees to provide a sufficient amount of space in subsequent issues of the Aussie Times for ARPH's purposes. The amount of such space will be limited by printing considerations as determined by negotiations between ARPH and ASCA's Aussie Times Editor.

11. ASCA National Specialty

ASCA agrees to provide booth space to ARPH at ASCA's National Specialty each year. ARPH agrees to present an annual report to the ASCA membership at such National Specialty. ARPH agrees to pay all costs of sending its representatives to such Specialty to present such report and operate said booth.

12. Website

ASCA agrees to advertise ARPH as its official rescue organization on the ASCA website and to provide a link from said site to a website maintained by ARPH.

13. Telephone

ASCA currently operates the 1-800-892-ASCA telephone line. ARPH uses this telephone line to receive inquiries and information regarding rescue situations. ASCA will continue to allow ARPH to maintain its current voice mailboxes on the ASCA telephone line. ARPH agrees to establish and operate its own 1-800 telephone line and, as of the execution of this Agreement, agrees to begin advertising to the public ARPH's new telephone line.

14. Board Liaison

ASCA will continue to designate one of its Directors as the Board Liaison to ARPH to facilitate communication between ASCA and ARPH. Such Director shall be approved as such liaison in advance by ARPH. Phil Wildhagen is hereby designated the initial such liaison. ARPH agrees to consult with ASCA's Board of Directors regarding any changes to its rules and regulations regarding the rescue and placement of Australian Shepherd dogs. Prior to publication in the Aussie Times, ARPH's report must be reviewed and approved by such Board Liaison.

15. ARPH Board

ARPH has notified ASCA of the individuals who are serving as ARPH's initial Board of Directors. ARPH agrees to advise and consult with ASCA with respect to any subsequent changes in its Board of Directors, to present a quarterly report to the ASCA Board of Directors regarding Australian Shepherd dogs rescued and placed, and ARPH's financial affairs.

16. Financial Obligations

It is understood and agreed between the parties that ARPH, as a separate corporation, is responsible for all of its own costs of its operations, including operating its rescue

operation, and that ASCA has no financial obligation to ARPH except as set forth in this Agreement.

17. Insurance

As further consideration to ASCA for entering into this Agreement, ARPH shall obtain general liability insurance in an amount not less than one million dollars single limit coverage. ARPH agrees to make ASCA a named insured under the terms of such policy. ARPH agrees to provide ASCA with a copy of said policy and to consult with ASCA with respect to all other insurance coverages.

18. Indemnity

ARPH agrees to indemnify and hold ASCA harmless from all loss, cost and expense whatsoever, including attorney fees, relating in any manner to dogs which have been placed under ASCA's rescue program, dogs to be placed under ARPH's rescue program, or any other matter relating in any way whatsoever to the rescue program previously operated by ASCA and now operated by ARPH. Nothing in this Agreement is intended to or should be construed to assign or impose any liability upon ARPH for ASCA's taxes, or any penalties or interest imposed upon ASCA relating to taxes.

19. Termination

This Agreement shall continue until terminated in accordance herewith.

This Agreement may be terminated as follows:

- A. By mutual agreement of the parties at any time;
- B. By ASCA under the following conditions:
 - (i) ARPH's breach of any of the terms and conditions of this Agreement and its continued default of any of such terms and conditions after 30 days notice to cure;
 - (ii) ARPH's entering into any agreement to act as a rescue organization for any other organization, other than ASCA, without ASCA's prior written consent.
 - (iii) ARPH's bankruptcy, insolvency, cessation of business, or failure to obtain, or revocation of, Section 501(c)(3) tax exempt status from the Internal Revenue Service; or
 - (iv) At any time after January 1, 2003, ASCA's belief that it is in its own best interests to terminate this agreement.

Termination under this provision shall occur only after consultation with ARPH's Board of Directors and upon 90 days prior written notice.

- C. By ARPH under the following conditions:

- (i) ASCA's breach of any of the terms and conditions of this Agreement and its continued default of any of such terms and conditions after 30 days notice to cure;
- (ii) ASCA's bankruptcy, insolvency or cessation of business; or
- (iii) At any time after January 1, 2003, ARPH's belief that it is in its own best interests to terminate this agreement.

Termination under this provision shall occur only after consultation with ASCA's Board of Directors and upon 90 days prior written notice.

20. Notice Defined

As used throughout this Agreement, the term Notice means written notice by one of the following: Certified U.S. Mail; Federal Express with recipient signature; or UPS with recipient signature. Delivery will be to the following addresses:

ARPH:	ASCA:
Kay Marks	Business Office
RR 3 Box 2970	6091 E. State Hwy 21
Honesdale, PA 18431-9583	Bryan, TX 77808-9652

21. Mutual Consideration

Both ASCA and ARPH hereby avow that they are beneficially interested in the performance of each term of this Agreement and in the cooperation and coordination in performing and promoting the rescue efforts of ARPH and the related activities of ASCA. Neither ASCA nor ARPH will deny that it received consideration for the execution of this Agreement or the acceptance of performance of the Agreement by the other.

IN WITNESS WHEREOF, The parties hereto have executed this Agreement as of the date first hereinabove written.

AUSTRALIAN SHEPHERD CLUB OF AMERICA, INC.	AUSSIE RESCUE & PLACEMENT HELPLINE, INC.
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By _____ By _____

Approve: Kathy, Michelle, Terry, Linda, Lori, Jane, Gary & Phil.

Abstain: Kyle.

Motion is approved.

The ASCA BOD has approved sending the Education Coordinator to the 1999 National Specialty. She will attend to the running of the ASCA Booth and meet with the Board.

ASCA BUSINESS OFFICE MONTHLY REPORT- July 1999

Registry		Membership		Show/Stock	
Ind	581	New-Single	71	Sanc.Rec'd	37
NFB	42	New-Dual	16	Sanc.Proc'd	37
Litter	278	New-Foreign	0	Sanc. Pend	6
Trans	77	New-Canadian	0	Results Rec'd	35
Lease	11	Renew Single	167	Results Proc'd	35
LEP	4	Renew Dual	45	Results Pend	9
Dups	19	Renew-Foreign	3	S&T	17
Hards.	17	Renew-Canadian	4	Certificates	460
Ped	29	Jr Times	2		
New Ken	8				
Rnew K	17				
Judge Apps	0				
Email	1135				
DNA Kits	10				
DNA tests	51				

Shows Held:

Conf/Obed	52
Stock	19
Ranch	1
Agility	9

Submitted by:

Lori Middleton
ASCA Secretary