

AUSTRALIAN SHEPHERD CLUB OF AMERICA

CERTIFIED BREEDER CODE OF ETHICS

The Australian Shepherd Club of America (ASCA[®]) in furtherance of its Mission Statement (promoting the responsible breeding and registering of purebred ASCA Australian Shepherds and to do all in its power to bring their natural qualities to perfection), has adopted the following Certified Breeder's Code of Ethics to promote and foster the highest standards among breeders, stud dog owners, and fanciers, and to encourage the improvement and advancement of our breed. Breeders and owners of Stud Dogs who voluntarily agree to subscribe and uphold the standards of conduct and behavior stated in this Breeder Code of Ethics shall have the right to be known as and call themselves ASCA Certified Breeders or ASCA Certified Stud Dog Owners (hereafter collectively referred to as "Cert.Br."). Only ASCA Certified Breeders and ASCA Certified Stud Dog Owners, who request to be listed shall be displayed and/or shown on ASCA's web site.

ARTICLE I RECORDS

1. Each Cert.Br. who breeds his/her bitch or uses his/her stud for services shall keep accurate records of said breeding stock for a minimum of five (5) years. The records shall include, but are not limited to, stud services, pedigrees, all litters produced, sale of dogs/puppies, all contracts and documents (paperwork, including emails, relating to the sale or transfer of ownership) involving Australian Shepherds.
2. Any Cert.Br. failing to keep such records, falsifying a registration or knowingly misrepresenting a pedigree shall be subject to disciplinary action.

ARTICLE II BREEDING

1. The Cert.Br. shall plan each breeding with the primary goal of improving the breed.
2. The Cert.Br. shall endeavor to select sire and dam to optimize structure, temperament, and working ability following a careful study of the ASCA Breed Standard, pedigrees, and basic principles of genetics.
3. A Cert.Br. shall only breed mature dogs and bitches that are no less than two (2) years of age.
4. Before entering into any breeding agreement the Cert.Br. shall review pedigree, structure and working potentials of both sire and dam keeping in mind the Cert.Br.'s goal established in paragraph 2 above. The Cert.Br. shall refuse the breeding if, in his/her opinion, it is not in the best interest of the breed.
5. A Cert.Br. shall only breed bitches and studs whose owners meet the requirements of this Breeder Code of Ethics and bitches and studs meeting the requirements of paragraph 6 below. It is not necessary that the owners are Cert.Br., provided the owners are deemed to meet the above requirements.
6. A Cert.Br. shall not knowingly shall use for breeding purposes any dogs/bitches, which are not free from, defects such as monorchidism, cryptorchidism, deafness, albinism and other disqualifying defects.
 1. Cert.Br. shall use only those dogs/bitches whose hips have been x-rayed for Hip Dysplasia and rated fair to excellent by a qualified radiologist or Penn Hip ratings or other rating systems with values which are deemed equivalent.
 2. Cert.Br. shall take care to use only dogs whose eyes have been examined and found free from signs of ocular deformities considered genetic.
 3. Cert.Br. shall further refrain from using a dog that, although free from the above defects, has consistently produced afflicted puppies.

ARTICLE III HEALTH

A Cert.Br. shall maintain high standards of health and care for his dogs and guarantee that the puppies are healthy at the time of sale.

ARTICLE IV SALES

1. The Cert.Br. shall be discriminating when selling his/her puppies, with the utmost concern to the appropriate type of homes in which they are placed. Australian Shepherds shall not be donated for raffles, give-aways, or sold to dog wholesalers or retailers, such as pet shops. If the time comes that a carefully placed dog needs to be rehomed due to unforeseen circumstances, the Cert.Br., whether the owner of the bitch or the stud dog, is responsible for temporarily re-homing of such dog until the dog can be rehomed.
2. The Cert.Br. shall either clearly state in a written contract that either there are no guarantees or give a guarantee providing at a minimum (i) a six (6) month guarantee against crippling or handicapping congenital defects on all puppies sold; (ii) guarantee the sale of breeding stock puppies against hereditary defects and disqualifying faults for a like period and (iii) clearly state what other guarantees, if any, are given. All guarantees shall, as a minimum, provide for replacement of the puppy with another or refund of the purchase price, within a reasonable length of time after return of the puppy originally purchased, if still living. Should the buyer wish another puppy from the dam but a litter is not planned for some future time, the buyer can receive a refund and, if agreed to by both parties, secure a place on a waiting list for the future litter.
3. The Cert.Br. shall transfer all applicable registration papers to the buyer when the purchase agreement is entered into by both parties but not later than the date the puppy or dog/bitch is delivered to the buyer. Such registration papers shall display whether the dog is allowed to be bred, "Not for Breeding"(offspring can't be registered), and also if the dog is required to be neutered. If the dog is required to be neutered, it shall so be designated on the registration papers by checking the box, "Veterinarian Certificate of Neutering Required" then a certificate from a licensed veterinarian must accompany the registration papers when sent to the Business Office in order for the dog to be registered in the buyer's name.
4. Upon sale of a dog/puppy, the Cert.Br. shall provide all buyers with (i) a two (2) or more generation pedigree with, if available, color of coat, and eye color (ii) diet and care information, (iii) health guarantee, if any, and (iv) inoculation record (including date and type of serum.)
5. The Cert.Br. shall not deliver a puppy until it is at least eight (8) weeks old. If the puppy is to be shipped to the buyer, the puppy should be held until the puppy is older than eight (8) weeks.
6. Unless required to do so by law, a Cer.Br. shall not knowingly allow one of his/her breeding, puppy or adult dog, to be disposed of in an animal shelter or pound or allowed to remain in the care of a rescue organization.

ARTICLE V ADVERTISING

1. The Cert.Br. agrees and shall assure that all advertising of dogs/puppies is factually correct and honest both in substance and implication.
2. The Cert.Br. shall be cautious when encouraging buyers as to breeding potential of the purchased dog. The breeding of Australian Shepherds is not to be taken lightly.

ARTICLE VI MEMBER RELATIONS

1. The Cert.Br. pledges to help educate the general public as well as graciously assist the novice breeder in all areas with which he/she is familiar.

ARTICLE VII IMPLEMENTATION

1. Any infractions of this Code shall be reported in writing to the ASCA Board of Directors, the Executive Secretary or the Business Office.
2. When a Cert.Br. fails to adhere to this code and is not cooperative in rectifying a breach of this Code or other error, disciplinary action will be taken.
3. The Board of Directors of ASCA shall have the sole authority to discipline the Cert.Br. who violates this Code of Ethics.
4. The Board of Directors of ASCA, in its sole discretion, may impose sanctions or other disciplinary actions for violations of this Code of Ethics. Such sanctions and/or disciplinary actions may include but are not limited to the following:
 - Removal of recognition as a Cert.Br. and removal from the ASCA web site.
 - Fines
 - Required educational instruction
 - Community service
 - Suspension of registration privileges
 - Suspension of membership