

**NORTHERN NEW JERSEY GERMAN SHEPHERD DOG CLUB**  
**Breeders' Code of Ethics**

A "breeder" is defined as one who a) promotes or engages in the propagation of the German Shepherd breed for any purpose or b) engages in the sale, trade or placement of German Shepherd Dogs.

In keeping with my dedication to further the betterment of the German Shepherd Dog breed, I HEREWITH PLEDGE TO MAINTAIN THE FOLLOWING MINIMUM PRACTICES:

1. TO MAINTAIN the best possible standard of health and care in the area where my dogs are kept.
2. TO REFUSE to neither sell to, nor to recommend unethical breeders or dog wholesalers or retailers, nor to sell to any buyer where I have reason to believe the puppy or dog will not be properly cared for.
3. TO KEEP and pass on to the buyers of puppies, teenage or adult dogs accurate and current health, breeding, America Kennel Club (AKC) registration and four-generation pedigree records. To supply to the buyer an AKC Registration Form, or AKC Limited Registration Form, at the breeder's choice, within 90 days of purchase. AKC papers may be withheld or breeder's rights retained only by mutual agreement in writing.
4. TO CLEARLY STATE to the Buyer of a puppy or adult dog whether the sale is of *show*, *showable*, or *pet quality*. Refer to item 9 (f) for definitions.
5. TO STRONGLY URGE all Buyers of a puppy or adult dog sold by me examined by a licensed veterinarian within three business days of receipt (said examination to be paid for by the Buyer).
6. TO DELIVER OR SHIP only puppies or adult dogs of sound health and temperament. Where the BUYER or authorized representative did not personally see and choose the puppy or adult dog shipped by me, a period of three business days is granted to advise Buyer's final decision and an additional 24 hours is provided if dog is to be returned. All shipping charges to be paid by the Buyer.
7. TO REFUSE stud service to any bitch whom I consider to be in poor health, quality, or temperament. At the time of breeding an exchange of pedigrees should be made and AKC registration numbers should be supplied.
8. TO ALLOW one repeat stud service where a bitch has failed to conceive as long as the stud dog is still in good health and available.
9. TO USE a sales contract or written sales agreement to cover the sale, trade, or placement of any dog. Such contracts or written agreements will contain the following minimum information, warranties and conditions:
  - a) Buyer's name, address and phone number
  - b) Seller's name, address and phone number
  - c) Animal's sex, registered name, color, litter registration or AKC number, date of birth, parents names and registrations numbers
  - d) Purchase price
  - e) Quality of animal (*show*, *showable*, *pet*) as defined in Section 9 (f)
  - f) Warranties and conditions:
    - i. The above described animal is a purebred dog, registerable with the AKC
    - ii. The above described animal may for any reason be returned prepaid to the Seller within three business days, or as otherwise agreed in writing, at the time of the receipt. Buyer

shall assume full responsibility for the health, anatomical make-up, appearance and temperament of the above-described animal during the time agreed upon. If the condition of the animal has changed in any of the aforementioned categories, the Seller is relieved of obligation to return the full amount of the purchase price; otherwise, the full price will be refunded. Any claim of change in the animal must be communicated to the Buyer within 24 hours.

- iii. Optional—applies to *Showable* or *Show* animals only. In the event disqualifying faults, as listed and defined in the Breed Standard, are found to be present in the above described animal, on or before one year of age or within 45 days of the date of this agreement, the Seller agrees to replace the animal or refund to the Buyer a percentage of the purchase price of the animal and the animal shall be a) returned to the Seller or b) retained by the Buyer. Percentage should be agreed upon at the time of the purchase.
- iv. If the above described animal has a permanent crippling disorder such as hip dysplasia or elbow dysplasia by the time the animal has reached one year of age, the Seller will either refund the purchase price or replace the animal with one of equal value to the first, at the earliest possible date not to exceed one year from the date the x-rays and diagnosis are provided to the Seller by the Buyer. By definition a crippling disorder renders the animal disabled, i.e., the animal has chronic lameness, is clinically unable to walk normally due to pain or is unfit to function effectively. Diagnosis is to be substantiated by x-ray by a qualified veterinary radiologist and/or O.F.A. (Orthopedic Foundation of Animals) written report.

The veterinarian's written report should also contain a statement to the effect that the disorder diagnosed is not from injury or trauma.

In order to receive an adjustment, under the terms of this Sales Agreement, the Buyer must agree to have the animal spayed or neutered. Certificate of spay or neuter issued by licensed veterinarian must be supplied to Seller in order to receive adjustment. The Buyer must make the animal available to the Seller or Seller's designee for appropriate examination.

- v. Any additional warranties or conditions must be agreed to in writing by both parties.
- vi. Categories: Definition of *Pet*, *Showable*, and *Show*.
  - 1. *Pet/Non Breeding Stock*: a companion animal purebred and AKC registerable that is sold as a pet with no warranty that the dog will be show quality. At the option of the Seller, pet quality dogs may be sold with an AKC Limited Registration Certificate.
  - 2. *Showable*: a puppy or adult that goes beyond and above the definition of a pet dog. This animal is free of all disqualifying faults. This dog is not guaranteed to win in the conformation show ring. It is understood that, with proper care on the part of the Buyer, in due time the dog should be of acceptable temperament and structure, and should embody the basic standard of the Breed.
  - 3. *Show*: an animal that has all the qualifications of showable plus being one that, with proper handling, care, feeding, and training can and should win in the

conformation ring. Any guarantees pertaining to a *show dog* should be in writing and agreed upon by both the Buyer and Seller.

- vii. The above wording is the minimum required by the Northern New Jersey German Shepherd Dog Club (NNJGSDC) in sales contracts or sales agreements used by members of the NNJGSDC. Members may offer additional or stronger warranties, if desired. Such additional warranties are to be in writing and acknowledged by both Buyer and Seller at the time of the sale.
10. The Buyer should be informed that a certified pedigree is available from the AKC for a fee.
11. TO ABIDE by the NNJGSDC By-Laws regarding procedures for resolving violations of the Breeders' Code of Ethics (BCE), which include, but are not limited to the following:
  - a) The Ethics Committee may hear a non-member's complaint against a breeder only if such complaint pertains to a violation of the BCE.
  - b) If any grievance concerns a violation of the BCE is determined to exist, the Ethics Committee shall assist in resolution of the violation; however, if no resolution is possible, the complainant (member) may prefer formal charges. If the complainant is a non-member and wishes formal charges be brought against the defendant, the BCE shall formally file the charges if a majority of the BCE agree that the defendant's conduct is prejudicial to the best interest of the NNJGSDC and the Breed. The Board shall then proceed with its duties as dictated by the severity of the offense.
12. The NNJGSDC Ethics Committee will be in charge of the club ethics and breeders' code.
  - a) The committee shall consist of the president as chairman, two additional board members, and two individuals from the membership. The selection of this committee shall be accomplished by the second meeting of the new board.
  - b) Functions of the Ethics Committee shall include:
    - i. To investigate all charges and/or grievances that are claimed to be in violation of the BCE.
    - ii. Members or non-members of the NNJGSDC may submit charges in writing to any member of the Ethics Committee who will then forward the charges to the committee chairman.
    - iii. Charges will be entertained by the full Ethics Committee no later than 60 days or sooner than 30 days after the charges have been submitted.
    - iv. The Ethics Committee is empowered to investigate and evaluate any charge and pursue possible resolution.
    - v. Pursuant to the pending resolution of the charges Litter Lites posting shall be suspended.
13. TO EDUCATE buyers on responsible dog ownership, provide them guidance in the training of German Shepherd Dogs as good companions and canine citizens, make them aware of local ordinances and laws regarding dog ownership, inform them of proper veterinary care and needs, and provide them any information, support and counsel which will make owning the German Shepherd Dog a pleasure.
14. The NNJGSDC Ethics Committee shall, from time to time, review the Breeders' Code of Ethics and recommend revision as necessary.
15. All members of the NNJGSDC will be encouraged to review the Breeders' Code of Ethics and all club members who are breeders and wish to advertise their litters on the club-sponsored Litter Lites must be signers of this code.

16. All Officers and Governors must be signers of the Breeders' Code of Ethics.
17. Breeders should at all times act in such a manner as to bring pride to the Club. New and prospective members should be treated with politeness and respect and given the fullest support in their quest of learning about the German Shepherd Dog and the NNJGSDC.
18. The current signed and dated Breeders' Code of Ethics shall be kept by the club's corresponding secretary. Additions or changes to the code shall require new signature from participants.

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(signature)

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(printed name)

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(address)

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(date)