

# APPENZELL MOUNTAIN DOG CLUB OF AMERICA

## CODE OF ETHICS

*Members shall bear in mind that a Code of Ethics is more than a set of rules; it is a commitment to a high standard of practice in owning and breeding. Adherence to the spirit of such a Code is as important as adherence to its law.*

### PURPOSE

The Appenzell Mountain Dog Club of America, in keeping with its commitment to encourage the development of high-quality Appenzellers, has adopted the following Code of Ethics to promote and foster the highest standards among breeders and owners; and to encourage cooperation in the improvement, advancement and protection of our breed.

The purpose of this Code of Ethics is to provide breeders with a set of guidelines relating to the proper maintenance, breeding, selling and overall protection of the Appenzeller breed as a whole.

### GENERAL

1. In applying for membership or renewal of membership, with the AMDCA (Appenzell Mountain Dog Club of America), I agree to be bound by these Code of Ethics and the Club's enforcement of this Code.
2. I will encourage members and breeders to respect the standard of the Appenzeller as approved by the AMDCA, as the standard by which Appenzellers shall be bred and judged.
3. I will promote friendship and cooperation amongst breeder, owners, and exhibitors of Appenzellers. I will assist them in every way reasonable for the benefit of the breed.
4. I will promote the general welfare of the Appenzeller and oppose cruel and inhumane treatment of all dogs.
5. I will act with responsible and courteous behavior privately and publicly as a representative of the Appenzeller breed and/or the AMDCA. This includes but is not limited to maintaining control of my Appenzeller(s) at all times, cleaning up after my dogs(s) in public places, and leaving public facilities (e.g., hotels, parks) in the same condition in which they were found.
6. I will also become familiar with and will abide by the rules of the AKC (American Kennel Club).

### MEMBER RELATIONS

1. Members shall be aware at all times that the Club exists to protect the breed and that these aims are to be uppermost in the minds of members in all their activities in the breed.
2. Members will at all times display good sportsmanship and conduct themselves in such a manner as to reflect credit upon the Club and the breed.

3. Members shall refrain from unnecessary and un-constructive criticism of another person's dog and from personal attacks upon fellow members.
4. Novices are encouraged to seek the advice and assistance of more experienced owners and breeders and the more experienced shall assist the novice in solving problems and share, for the good of the breed, the benefits of his or her knowledge.
5. In all questions of ethics, covered or not covered by the Code, the individual member shall act solely in the best interests of the breed, and the membership as a whole shall aid any fellow member in upholding these interests.
6. Members shall bear in mind that a Code of Ethics is more than a set of rules; it is a commitment to a high standard of practice in owning and breeding. Adherence to the spirit of such a Code is as important as adherence to its law.
7. Members agree to educate the public and represent the breed fairly at all times.

### **TREATMENT**

1. All Appenzell Mountain Dogs owned by, or in the care of, members shall be given a proper, healthy environment, nutrition and care at all times. No member's dog shall be treated in an inhumane manner, subjected to cruel or unusual punishment, and/or mentally or physically abused. Nor may they be subjected to any conditions likely to eventuate in unnecessary danger to the animal's health. No member shall have more dogs than he or she has facilities to adequately keep.
2. Members shall be diligent in the handling of their dogs in public places and shall do so in a manner as to minimize the risk of trauma or danger to any human being or other animal.
3. Members recognize their responsibility to protect the name and reputation of the breed and shall not allow their dogs to roam at large, unsupervised, nor to become a public nuisance nor to become a public trust.
4. Members agree to train their dogs in basic obedience.

### **REGISTRATION**

1. Individual dogs are to be registered with AKC Foundation Stock Services.
2. Only registrations/pedigrees from organizations recognized by the American Kennel Club (AKC) qualify for AMDCA registration.
3. Only registrations/pedigrees from organizations recognized by the American Kennel Club (AKC) qualify for AKC Foundation Stock Service registrations.

### **BREEDING**

1. I understand that as a breeder, I have a great responsibility in the future of the breed; I shall plan each breeding with the paramount intention of improving and protecting the Appenzeller breed. Emphasis shall be placed on breeding only registered Appenzellers; who are sound, healthy, good breed representatives. I understand and agree that to breed

indiscriminately may lead to over-population and contribute materially to the deterioration of the Appenzeller breed. I do not condone and will not participate in mixed breeding or breeding Appenzellers that are not eligible for registration with the American Kennel Club Foundation Stock Service.

2. I understand and agree that I will only breed when I am in a position to give proper care to the bitch and the resulting offspring. I will discourage owners of bitches from breeding unless they themselves have the facilities, time, resources and knowledge required to adequately care for the bitch and the resulting offspring.
3. I will not intentionally breed any bitch before the age of 24 months. The health and well-being of the bitch will be of utmost importance and will determine the frequency of breeding.
4. I will carefully select stud and matron with an eye to conformation and temperament, and only after careful study of the breed standard, the individuals and their near relatives, the pedigrees and basic principles of genetics, will proceed with the mating.
  - a. I shall only breed Appenzellers with sound and typical structure and conformation, shall be of sound temperament and free from crippling or disabling hereditary defects.
  - b. I shall refrain from using an individual who, although free from such hereditary defects, consistently produces afflicted offspring from different mates.
  - c. I will refrain from breeding lines in which any serious or disabling, hereditary defect consistently occurs.
  - d. I will seek consultation from an AMDCA co-efficient specialist prior to breeding
5. I shall refrain from breeding until potential breeding dogs have had their patella's certified, their eyes certified and their hips and elbows X-rayed and their radiographs interpreted by the Orthopedic Foundation for Animals (OFFA) or Penn Hip at two (2) years of age or older and have all normal results.
6. I will continue to update my knowledge of genetic defects which are harmful to Appenzellers.
7. I will be open and honest with all persons interested in the welfare of Appenzellers. I will be willing to discuss possible genetic defects and faults in my stock and in Appenzellers as a breed. I will not discuss possible genetic defects and faults of another breeder's dog.
8. I will try to stay in contact with the buyers of my puppies in order to better evaluate the progress of my breeding program.
9. I will endeavor to produce only physically and temperamentally sound Appenzellers, which are of breed type in my breeding program.
10. I will preserve and maintain the breed for future generations through the judicious selection of breeding stock.

11. I will offer a written agreement of sale specifically stating any warrantee offered on the puppy. No promise or agreement shall be made orally that is not later put in writing.
12. I shall supply the new owner with an AKC Foundation Stock Registration Certificate of litter registration and 3-generation pedigree within six (6) months of the sale date. Once the puppy owner provides the necessary front and side puppy pictures, any updated contact information for individual registration, and, if required by the puppy's contract of sale, the individual registration fee, I will provide individual registration for the puppy.
  - a. I will register all Appenzellers sold under the designation pet/companion quality with AKC Limited Recording, which means that the dog cannot produce AKC recordable litters.
  - b. I will register all Appenzellers sold as show and breeding prospects with a full AKC FSS registration.
13. It is the ethical obligation of member-breeders to guarantee pups produced and sold by them to be as represented. Any replacement or refund arrangement agreed to by breeder and buyer and just to the interest of both parties, shall be considered satisfactory. In cases of disputes regarding hip dysplasia, the hip condition of the dog must be ascertained by an OFA reading (not a private veterinarian). In the case of other hereditary defects, the defective area must be determined by a recognized School of Veterinary Medicine or other mutually (seller & buyer) agreed upon third party. In both cases claims must be made within (30) days of diagnosis or death.
14. If the pup has not been seen by the buyer or his or her agent before shipping, the breeder shall allow the buyer (48) hours to return the pup at the buyer's expense and responsibility if he or she is not satisfied that the pup is as represented by the breeder. A full refund shall be made.
15. Rear dew claws are generally removed. The final decision on whether dew claws are removed or remain is the breeders' personal choice.
16. I will consider the welfare of the Appenzeller above any personal gain of profit. I will be discriminating in the sale of my dogs and to the best of my ability ensure that the buyer's home is adequate and that they will provide responsible and humane care at all times. I will not sell to anyone if I have a reason to believe they will not provide proper care for the puppy or dog.
17. I will not breed or be a party to the breeding of an Appenzeller for the purpose of wholesaling of litters or the selling of individual or groups of Appenzellers to such places as pet dealers/brokers (domestic or foreign), catalog houses, auctions, laboratory research facilities or other commercial sources of distribution.
18. I will explain to prospective owners their obligations regarding Appenzellers. I will make myself available to my buyers for whatever advice, reasonable aid and assistance that they may require for the life of their dog.

19. I shall keep accurate records, pedigrees and will be certain to give any new owner of any Appenzellers sold by me, the bill of sale and a minimum three generation pedigree. I will forward the other papers as required or specified in my written contract.
20. All dogs that I sell/place will be immunized and wormed as appropriate for the age of the dog. I will provide the buyers with written instructions on the care of this dog and a copy of all pertinent medical records.
21. I will release no puppy to its new home that is under 8 weeks of age.

## **STUD SERVICE**

1. No member shall offer a stud to any animal who does not meet the above Breeding qualifications.
2. If the stud has not been bred before, has not produced a live litter or has had breeding problems in the past, such information shall be provided the bitch owner before the bitch is shipped.
3. The stud owner shall refrain from breeding until the stud dog has had its patella's certified, its eyes certified and its hips and elbows X-rayed and their radiographs interpreted by the Orthopedic Foundation for Animals (OFFA) or Penn Hip at two (2) years of age or older and has all normal results.
4. Prior to accepting any bitch for service, it is the obligation of the stud owner to advise novice breeders of the responsibilities, problems, obligations and expenses involved in breeding a litter.
5. It shall be the responsibility of the stud owner to ascertain that any bitch brought to his or her stud shall meet the requirements of the AMDCA Code of Ethics. He or she shall further ascertain to the best of his or her ability that any produce of this breeding shall be raised and sold in a manner in keeping with the ethical standard of this Code. He or she shall not service any bitch whose owner is not an AMDCA member, with allowable exceptions for owners who reside in a foreign country and are members in good standing of an Appenzell Mountain Dog Club in that country, the goals and code of conduct of which club are similar to those of the AMDCA.
6. The breeder shall supply the AMDCA individual registration form or a written guarantee that it shall be supplied by the time the pup is four (4) months old or upon completion of sale. A puppy may, for good cause be sold without papers if this is understood and agreed to in writing by both parties as specified by the AMDCA.
7. Any animal sold under the designation pet/companion quality shall be sold without registration papers and with a mandatory spay/neuter proviso. A breeder may supply registration papers upon proof of sterilization or upon reassessment of the animal as being of show and/or breeding quality. A pedigree shall accompany the sale.
8. It is the ethical obligation of member-breeders to guarantee pups produced and sold by them to be as represented. Any replacement or refund arrangement agreed to by breeder

and buyer and just to the interest of both parties, shall be considered satisfactory. In cases of disputes regarding hip dysplasia, the hip condition of the dog must be ascertained by an OFA reading (not a private veterinarian). In the case of other hereditary defects, the defective area must be determined by a recognized School of Veterinary Medicine or other mutually (seller & buyer) agreed upon third party. In both cases claims must be made within (30) days of diagnosis or death.

9. If the pup has not been seen by the buyer or his or her agent before shipping, the breeder shall allow the buyer (48) hours to return the pup at the buyer's expense and responsibility if he or she is not satisfied that the pup is as represented by the breeder. A full refund shall be made.
10. I will refuse stud service to any bitches whose owner wholesale their litters.
11. I will not offer stud service as a prize in any raffle.
12. I will use a written stud contract, specifying the terms of payment for the stud service, any guarantee of return service, what constitutes a litter or fulfillment of service, when the litter registration papers will be signed, when pick puppy(s) will be chosen, etc. No promise or agreement shall be made orally, which is not later put into writing.
13. I will try and educate any bitch owner who contacts me for stud service as to the responsibilities of a breeder, the costs, and the obligations involved in raising a litter.

#### **ADVERTISEMENT**

1. All advertisement of puppies and adult dogs, written or oral, shall be factual and as forthrightly honest as possible in both substance and implication.
2. Advertising and promotion, written or oral, shall be confined to the aspects of the breeder's stock and shall not degrade the stock of others.
3. The breeder shall be cautious in discussing the show and/or breeding prospects of any puppy for sale, lest he/she imply a guarantee of success which cannot be assured.
4. He or she shall be equally cautious in encouraging buyers as to breeding prospects, inasmuch as the breeding of an Appenzell Mountain Dog is not to be undertaken lightly by any owner.

AMDCA exists to advance and protect the breed and breeding of Appenzellers. The club and its officers serve as volunteers. Neither the club nor its officers are liable for infractions, disputes, health problems or any other issues between puppy buyers and breeders or between owners of Appenzellers and the general public. All breeding's, puppy sales and other transactions are to be covered by contracts between the individual parties to the transaction and are not the responsibility of the club nor its officers.