

Breeder Referral Participant Agreement - 2012

In an effort to align the breeder referral program with the other PWDCA breeder's programs, the enrollment date will change from April 1, 2012 to January 1, 2012

All program members as of 1 January 2012 may renew for the calendar year of 2012 at no additional cost by submitting an updated breeder referral application (reflecting the PWDCA Health testing Policy for PWDCA Breeder's Program participation adopted 5/23/11 as outlined in the PWDCA PPM, page 38, Section M) including an updated list of intact dogs/bitches owned/co-owned by them AND a list of all litters bred in the calendar year of 2011. This renewal option will be null and void as of January 15, 2012.

Those not wishing to continue in the program will be dropped from the list as of 1 April 2012.

For 2013 the program renewal will be as currently described in the breeder referral program application

Changes to the PWDCA Health Testing Policy for PWDCA Breeders Program Participation

The PWDCA Board has approved changes to the current Policy and Procedure Manual's Health Testing Policy for PWDCA Breeder's Program Participation, including the Breeder Referral Program/Litter Listing Service, Outstanding Breeder Achievement Award (OBAA), and Futurity, (page 38 of the PWDCA PPM http://www.pwdca.org/club/documents/PWDCA_PPM.pdf). This includes two changes to the current program:

- 1) The addition of the Canine Health Information Center (CHIC) DNA parentage clear program rating option for breeders.
- 2) The minimum requirement that one parent be tested normal for GM-1.

All other minimum requirements for health testing for breeder program participation remain unchanged.

The Canine Health Information Center (CHIC) DNA parentage clear program is now an available option for breeders with eligible dogs. As a result, a breeder may choose to continue testing all of their dogs with the available genetic tests for GM-1, PRA, and JDCM or a breeder may choose to utilize the CHIC program for eligible dogs. Dogs are eligible for the CHIC DNA parentage clear program rating for one generation only (i.e. offspring of two gene tested non-carrier parents). As stated, this option is only available when both parents are tested via the available disease-based genetic test and both parents are determined to be non-carriers. This is also only available to breeders who utilize AKC DNA parentage profile testing of both parents and offspring. Further information about the CHIC DNA parentage clear program can be found on the CHIC website: <http://www.offa.org/dnacbp.html>

I agree to abide by the following Code:

1. I have read and am familiar with the AKC Breed Standard for the Portuguese Water Dog and will do my best to breed dogs which fit that description.
2. I will maintain my dogs in an environment conducive to fostering their proper physical and mental health and well being.
3. I will deal honestly with inquirers and help educate them about the Portuguese Water Dog.
4. I will provide prospective owners, prior to a transfer or sale, copies of all health test results on the sire and dam of puppies or dogs I have for sale or placement. This health information will include, where available, the OFA, GM-1, OptiGen (PRA), JDCM (Juvenile Dilated Cardiomyopathy) and CERF ratings. If one or both of the parent dogs do not have certain of these ratings, the prospective owners will be so advised. If either parent is known to be affected with a health problem, or is known to have produced a health problem, including but not limited to Addison's Disease, Hair Loss or PRA, or is an obligate carrier of Cardiomyopathy or PRA, the prospective owners will be advised.
5. I will deal honestly with the owner of a stud dog servicing my brood bitch or the owner of a brood bitch being serviced by my stud dog and will provide all health information as stated in Paragraph 4 of this Code. I will encourage owners of stud dogs I use or brood bitches who use my stud dog to participate in the PWD Health and Litter Database.
6. I will provide a written contract or agreement for the sale or placement of each puppy/dog and will include copies of all pertinent health information with said contract or agreement. This is for my own protection as well as the puppy/dog involved and the new owners.
7. I will do my best to adequately query prospective owners prior to the sale or placement of a puppy/dog. I will do so to insure that every puppy/dog will have a life with dignity, freedom from fear and pain, proper care, socialization, training and grooming and a devoted owner.
8. I will be certain my brood bitch receives proper care, especially during pregnancy and whelping, and that my stud dog's good health is maintained at all times.
9. I will ensure all puppies receive proper veterinary care from whelping until placement with a permanent owner.

10. I will provide my puppies with as much human contact as possible to ensure proper socialization to people.
11. I will be available to provide advice, guidance and information to the owners of my puppy/dog throughout the life of that animal.
12. I understand the PWDCA strongly recommends that puppies/dogs are micro chipped/tattooed as well as examined by a board certified ophthalmologist prior to placement in their homes.
13. I understand I have a life long responsibility for any puppy/dog I have bred and sold or placed. If the puppy/dog comes into the PWDCA Rescue and Relocation program, I will reclaim the puppy/dog or I will be obliged to pay Rescue and Relocation \$1500.
14. I will remain current on all health issues involving the breed and will update the PWD Health and Litter Database with any changes to my dog's health information.
15. All of the litters which I have bred or co-bred have been listed with the PWD Litter Database. Current litters and puppy records will be reported to the PWDCA Litter Administrator when the AKC Application is prepared. I agree to review these listings periodically and forward any changes.
16. I understand the PWDCA, Inc. requests, but does not require, that I provide to the Club names/addresses of the owners of my puppies/dogs. The PWDCA makes this request in order to send information on becoming a Club member to new Portuguese Water Dog owners.
17. I will provide to anyone who obtains a puppy/dog from me, the name and address of the PWDCA, Inc. Corresponding Secretary, so they may contact the Club if they so choose and I will encourage them to participate in the PWD Health and Litter Database.

I understand I will be removed immediately from the Breeder Referral Program if suspended by the AKC for any reason. Upon reinstatement by the AKC, I can reapply for inclusion on the next Breeder Referral Program.

Rewards/Incentives

Members who sign this Breeder Agreement and pay the initial \$50 fee, and who adhere to and comply with all reporting obligations without any written or verbal reminders from the Breeder Referral Services Coordinator, HLD Administrator, etc., shall only pay a \$25 renewal fee upon re-signing the Agreement for each consecutive program year that they remain in compliance.

Litter Listing Guidelines

Litters that are co-owned by Active Members with other members including Active Members, Associate Members, International Members, or Junior Associates may be listed; however, the Active Member owner(s) who has signed this document is the only one permitted to participate in the Breeder Referral Program and be on the litter list therefore the Litter Listing shall be in that Active Member's name only. That Active Member shall be the only contact on the Litter Listing for information on the litter and shall be fully responsible for all compliances with this agreement concerning that litter.

The procedure for listing a litter or older dog is as outlined below:

- A. Complete the required PWDCA Litter Listing Form and submit it electronically, by fax, or by mail, to the Coordinator; and
- B. Make certain that all health information is complete, current, and on file with the HLD for both sire and dam PRIOR TO (doing the breeding and) submitting the Litter Listing Form to the Coordinator.

The minimum criteria for inclusion in the above mentioned PWDCA breeder programs includes that members shall adhere to the following for all dogs owned or co-owned by them: :

1. Orthopedic Foundation for Animals (OFA) hip certification (obtained at 2 years of age or older) on both the stud dog and brood bitch prior to mating, utilizing dogs who have received a passing hip score (fair, good, or excellent rating)
2. A current (yearly) Canine Eye Registration Foundation (CERF) certification (passing rating) on both the stud dog and brood bitch at the time of breeding- up to the age of 120 months of age.
3. Progressive Retinal Atrophy (prcd-PRA) – Genetic test at OptiGen laboratory or certification of DNA parentage analysis via the Canine Health Information Center (CHIC) DNA parentage clear program on BOTH the stud dog AND the brood bitch prior to mating, with one parent, either sire or dam, testing normal (non-carrier) via the genetic test at OptiGen laboratory or certified clear (non-carrier) via the Canine Health Information Center (CHIC) DNA parentage clear program.

(Note: the recommendation to continue testing both parents for PRA is based on the advice to more closely monitor the carrier percentage in the breed in order to prevent a significant growth in that percentage which could limit mating choices (as of 2010, the PRA carrier rate that is reported from tests submitted is 25%, a decrease from 38% in 1998).

4. GM-1, Storage Disease (Gangliosidosis) - One parent, either sire or dam, testing normal (non-carrier) via the genetic test at NYU or certified clear (non-carrier) via the Canine Health Information Center (CHIC) DNA parentage clear program prior to mating.

5. JDCM (Juvenile Dilated Cardiomyopathy) - One parent, either sire or dam, testing normal (non-carrier) via the genetic test at the University of Pennsylvania or certified clear (non-carrier) via the Canine Health Information Center (CHIC) DNA parentage clear program prior to mating.

A listing period may begin four weeks before the expected whelping date, plus up to 12 weeks after the actual whelping date (or 16 weeks for an older dog). Member may request the Coordinator to post a litter or older dog up to four additional weeks, if necessary. If the CERF date expires for either sire or dam during this period, the listing will be deleted, but, may be re-added upon a current CERF certificate being obtained and filed with the Coordinator and in the HLD. If a sire or dam has died, this requirement may be waived and the listing will carry a notation to that effect.

For litters that are the product of frozen semen: (a) if the sire is alive, the CERF must be current throughout the litter listing period except where the sire is over 120 months old and the CERF was current at such date; or (b) if the sire is deceased, the CERF exam status must have complied with the then current PWDCA health policy in effect at the time of his death.

To list an older unaltered dog, its name, date of birth, and the names of its sire and dam must be supplied, together with a \$15 check made payable to the PWDCA, Inc. The health and reproductive status of such dog must be provided as well as the health statistics of its sire and dam. However, if the older dog is altered prior to listing it, then such dog may be listed as long as the health statistics of the sire and dam are in the HLD prior to such listing.

Within six months from a litter's whelping date, the litter registration information must be entered in the HLD database either by Member submitting the data through the PWDCA's website or via hard copy submission to the HLD Administrator, who will input the information on the Member's behalf.

Disciplinary Action

Disputes between buyers and sellers shall be resolved amongst themselves and the PWDCA shall not be a party to such disputes, as is further outlined in the PWDCA Bylaws.

Education and communication are the preferred methods of obtaining compliance to this Agreement. If Member is not in compliance under the terms of this Agreement, and such non-compliance continues after an attempt to resolve it and upon written notification to Member by the PWDCA Board or its designee(s), Member will be suspended from this program and the Available Puppies/Dogs List for a period of either (a) six months from the date of suspension for a first offense; (b) twelve months from the date of suspension for a second offense; or (c) at the discretion of the PWDCA Board, for third or more offenses, suspension of the member and loss

of “good standing” for the Member. Member has the option to reapply to this program after each suspension period providing Member is in compliance at time of reapplying, and a \$50 re-application fee must be paid at time of reapplying.

Notwithstanding the foregoing, if a Member is aware that a breeding has taken place and Member is an owner or co-owner thereto, and the breeding does not fall within the guidelines and parameters of this program, the Member may voluntarily request that their name be removed from this program, and the Coordinator shall immediately remove said Member from the program for three months. Member may thereafter reapply according to the terms of this Agreement.

This Agreement is signed voluntarily and does not constitute the PWDCA’s endorsement of a breeder. Any infraction as outlined in this Agreement, or under the Club’s and/or AKC’s Bylaws, shall result in the suspension of such Member’s participation in this program until such time that Member is reinstated by the Board. Note: If suspended Member is listed as a co-breeder, the total litter listing will be suspended. No listing will be changed to only the non-suspended Member’s name without documentation that such suspended Member’s name has been removed from ownership of such non-complying dog and litter registration(s).

Venue

This Contract shall be construed in accordance with and governed by the laws of the State of Connecticut, and venue for any disputes under this Contract shall lie with such state’s courts.

Plural

The word “Member,” wherever used in this Agreement, shall mean any PWDCA Active members who reside at one address.

I AGREE TO THE TERMS AND CONDITIONS CONTAINED ABOVE, AND I UNDERSTAND THAT I MAY BE SUBJECT TO DISCIPLINARY ACTION or SUSPENSION FROM THE PWDCA, INC. OR THIS PROGRAM FOR FAILURE TO COMPLY AS DETERMINED BY THE PWDCA BOARD. THE BYLAWS OF THE PWDCA, INC. AND THE CLUB’S EXISTING POLICIES OUTLINED IN THE PWDCA, INC.’S POLICY AND PROCEDURE MANUAL SHALL TAKE PRECEDENCE OVER THIS DOCUMENT.

I AGREE TO HOLD THE PWDCA, INC., ITS OFFICERS, AGENTS AND DESIGNEES, HARMLESS FROM ANY LEGAL ACTION THAT ARISES AS A RESULT OF ANY DISPUTES BETWEEN MYSELF AND BUSINESS OR PERSONAL RELATIONSHIPS THAT HAVE ANY CONNECTION WITH INFORMATION

PROVIDED BY THE PWDCA, INC. UNDER THIS BREEDER PROGRAM TO SUCH ENTITIES OR PERSONS.

Program Year: January 1, _____ - December 31, _____

Signature _____

Signature _____

Date _____

Printed Name(s)

Names/Dates of Birth of my Minor Children who co-own dogs with me:

Kennel Name _____

Year Joined the PWDCA _____

Activities Breeder Participates in: (Circle all that apply)

Conformation Obedience Rally Agility Water Tracking Therapy

Website (if available) _____

(disclaimer will be noted that that PWDCA does not confirm nor endorse information contained on breeder websites)

Street Address _____

City/State/Zip _____

Phone Number _____

Cell Phone Number _____

Fax Number _____

Email Address _____

In the preceding calendar year, I was the breeder/co-breeder of _____ PWD litters. Please include whelp date of litter(s).

Attached is a list of all intact PWDs [include call name, registered name, AKC number, and date of birth] owned and co-owned as of this date.

Send all applicable fees (payable to “PWDCA, Inc.”) and an originally signed agreement to:

Ms. Sandy Overton

1395 SE 8th Avenue

Oak Harbor, WA 98277

Phone: 360-675-9539

Fax: 360-240-0292

Email: sandypwd@gmail.com