Contracts
Editorial Opinion – Rick Skoglund

CDCA fields hundreds of requests for information on the Chinook breed each year. Commonly asked questions are availability of puppies, rescue, breeders and more commonly now contracts. Most regrettably last year a prospective puppy owner contacted CDCA , myself and at least one other breeder regarding entering in to a contract that would require this person to breed a female Chinook and return the **entire litter!** This person simply wanted a pet and questioned this practice. I spoke with this individual regarding this breeder who **WAS NOT** a CDCA registered breeder or a member of this club. I advised that this was not in the best interest of the breed and in my opinion this East Coast breeder does not have the best interest of the breed in mind. In this writers opinion if this breeder is doing this on a regular basis it is "puppy milling" (but not in my home) the Chinooks. **I ask the Chinook community not to support this activity.** *If you have entered in to such a contract ( a contract demanding you breed and return the entire litter) I am asking for a copy of your contract. I will hold your name in confidence or you may white out your name. I may ask that the contract be shared with the two national breed clubs for possible action. Send the contract to the return address on your newsletter to my attention.* I referred the prospective puppy owners to a CDCA registered breeder and they were able to obtain a pet Chinook.
Avoid contracts that require you to breed your Chinook if you wanted a pet for your family. Do not buy in to "the Chinook is a rare breed and I need to co-own and you need to breed." Or more recently that the breed is "endangered". It is not true. In 1998 Tufts University, after genetic testing of the Chinooks, found that the breed was "robust and diverse". In Perry Greenes era there were never more than a few hundred Chinooks and today there are at least 500 or more. The Chinooks are now a rare breed because any breed not fully recognized by the American Kennel Club is classified as a rare breed. Other contracts that should be avoided are those that allow you to breed voluntarily but have no provision that the Chinook should have certain genetic testing done such as having hips x-rayed for dysplasia. I personally would only purchase puppies from Chinook Dog Club of America and Chinook Owners Association breeders who subscribe to their breed clubs Code of Ethics. While many of you have already purchased a puppy you may be seeking a second and this newsletter is sent to individuals seeking information on the breed.
Let me start with puppy contracts.

## Puppy Contracts

The following is from CDCA's Code of Ethics and states minimum requirements in a puppy contract. For a full look at the Code of Ethics and a sample puppy contract visit the CDCA website at www.chinook-dogs.org and click on club documents.

1. No adult or Chinook puppy will be sold or transferred without appropriate vaccinations commonly known as "puppy" shots. **It is strongly encouraged that all puppies be evaluated by a vet and given health certificates.**

2. Breeders will provide a written contract to buyers **at the time the puppy leaves the breeder** stating at a minimum;

A) Price of puppy
B) Request that x-rays of hips be evaluated by the OFA regardless of breeding potential.
C) Request that buyers have puppies examined by a veterinarian of their choice within 72 hours of purchase
D) Allow buyers; at their expense to return for a full refund any puppy to be found unhealthy (in writing) within 72 hours by a licensed veterinarian.
E) Include a provision for the return of a Chinook who becomes an unwanted member of a household.
F) Include a clause that ensures Chinook puppy will "Receive routine preventative and necessary veterinary care including, but not limited to annual physical examination, screening for parasites, vaccinations, treatment necessary due to local conditions (such as heartworm and Lyme Disease), and Rabies vaccinations as required

by State laws.

We, at the Perry Greene Kennel have added a few other clauses such as ;

“The welfare of this Chinook and the Chinook breed are of primary importance to the Breeder. During his lifetime, Perry Greene required persons interested in buying a Chinook to wait many years and then spend the night in Waldoboro with the intended Chinook to ensure the Chinook's approval of its new owner. Instead of waiting years and spending the night in Waldoboro, this Agreement seeks to ensure placement of a Chinook in a loving, stable, lifetime home with responsible owners. Such responsibilities include protecting against indiscriminate breeding. Purchaser agrees to assume such responsibility during this Chinook's entire life.”

“Purchaser agrees to keep this Chinook in healthy condition and in a safe environment, ensuring that this Chinook:

(1) receives ample high quality food, fresh water, and exercise appropriate for its age and working conditions;

(2) is provided ample space and opportunity to expend excess energy;

(3) is not allowed to run free without adequate supervision and control;

(4) receives routine preventative and necessary emergency veterinary care including, but not limited to, annual physical examination, screening for parasites, vaccinations, treatment necessary due to local conditions (such as heartworm and Lyme disease), and rabies vaccinations as required by state law. “

We also require, not request, that all of our puppies have their hips evaluated after two years of age ( we refund a portion of the puppy purchase) and that any significant change in health or death be reported to us. All puppies are spayed or neutered unless the purchaser enters in to a potentially breedable Chinook contract. All of our puppies may be returned, at any time of their life to us, no questions asked.

Close friend, Susan Conant, prominent author and Malamute owner once told me;

“Never breed more puppies than you are able to take back” These are words for a breeder to live by.

## Breedable Chinooks

Before sending a breedable Chinook to a home we have the purchaser sign a “potentially Breedable Chinook “ contract. It is virtually impossible to select a breedable Chinook at 8 weeks of age. We evaluate at stages of growth this Chinooks potential for breeding starting at 6 months of age. This includes temperament, breed standard, genetic testing and the right to “mentor” a breeder if the Chinook is actually bred and approve a sire or dam. **Serious health issues such as Monorchidism or Cryptorchidism or dysplasia automatically disqualify a Chinook from being bred due to the potential damage to the Chinook gene pool**. **This is directly from from the United Kennel Clubs Code of Ethics** “I believe that only those dogs known to be free of serious or disqualifying defects should be used for breeding. *I will not breed monorchids, cryptorchids, dogs with vicious or shy temperaments, or dogs with serious defects or disqualification’s addressed in their breed standards*. I strongly agree with these words. Breeders who would encourage you or require you to breed such deadly genes in to the breed have questionable ethics. **(http://www.ukcdogs.com/breeds/ethics.shtml)**

A breeder may also put “limited” on your dogs pedigree until such time the Chinook is deemed breedable, this is an accepted method of enforcing such a contract.

Other types of breeding agreements may allow for a puppy to be returned from a litter, a puppy back from a future litter or breeding rights to a stud. Most often this is due to a reduction in the purchase price of a puppy.

Breeding agreements between two breeders often require a contract for the use of a sire. The standard is a puppy back from the dams owner for the use of the sire or a stud fee equal to the selling price of one puppy for a proven sire. Unproven sires the fee is negotiable. We receive a puppy back normally for the use of the stud and allow the breeder first pick of the litter. No stud fee is due unless there are 3 or more surviving puppies. I do not enter in to contracts that require multiple breedings to the same pair or more than one puppy back for the use of a sire. What if you are unhappy with the first breeding? Have the option not to repeat a breeding.

## CO-OWNERSHIPS

The short answer is that I avoid them and you should consider doing the same. At a minimum be informed of the pros and cons involved. Over the years if there has been a dispute or a contract issue it is with co-ownership's. I only co-own Chinooks with my immediate family. My daughter and I co-own all of our Chinooks here in Maine and New Hampshire in the event one of us becomes incapacitated or unavailable.

Over the years I have heard complaints and threats of litigation over this type of contract. Parties involved regret never actually owning their dog and having to be managed by another partner. The word I often here is they object being "controlled by" another party. I have seen disagreements over ownership of litters of puppies, breeding rights, not being able to spay or neuter. Even worse, the right to be able to breed some fine examples of the breed including a UKC Grand Champion!

What if you do not want to show your Chinook and your co-owner demands it? What if you want "out" of this agreement? What happens if you breed a dam, who owns the puppies? What if you want to breed your sire to another Chinook and the co-owner disagrees? If your dog is implicated in an accident will the co-owner/breeder accept half the responsibility? These types of contracts may start out well intentioned but they offer much potential for unwanted problems.

Imagine buying a car from a dealership and the dealer having the right to tell you where you can and cannot drive the car, whether you can sell it and if you violate the contract you will be sued for damages.

While researching information on contracts I came across the following on the American Kennel Clubs website (www.akc.org) under registration, chapter 3.

Chapter 3 : Contracts

"It has been our experience that all too frequently, severe and complicated problems result from the conditional sale, conditional stud and co-ownership contracts or any contract or agreement relating to restrictions or limitations people try to place on the sale or breeding of a dog."

C. Co-ownership Contracts

"Co-ownership arrangements, in far too may cases, lead to problems. While AKC registration application forms provide for more than one owner, **we recommend that co-ownership's be avoided**. It has been our experience that purchasing a dog "outright" is preferable.

We would like to point out that if a co-owner is suspended of all AKC privileges, then for the term of the suspension, recording of a transfer of the dog that is co-owned is barred and registration of litters sired by or whelped by the dog in question are barred. Wins taken by the dog in AKC-licensed or member events are subject to disallowment.

For the reasons cited above the AKC recommends that co-ownership's be avoided."

Request a "blank" copy of the breeders contract for review. If you have a concern about the welfare of the Chinook involved discuss it with the breeder first. If after speaking the breeder you still have concerns contact a Board member of the Chinook Dog Club of America and we may be able to offer an opinion. The official policy of CDCA Inc. is NOT to get involved in contractual disputes once they are signed.

I am not saying co-ownership's cannot work or never enter in to such an agreement. If you have a strong relationship with another party and intend to breed and show together this type of arrangement can work. A co-ownership can be a way to obtain a puppy at a significantly reduced cost. What I am saying is to be aware of both sides of the issue and heed the warnings or our registering body, the American Kennel Club.

**A FINAL NOTE**

Breeders are the first line of defense against people who would harm the breed or be poor homes for placement. If a prospective puppy owner is not willing to take the time to fill out a puppy questionnaire I won't consider them for a puppy. Screening is an important part of responsible breeding.
As I was writing an article a breeder alerted us to this type of inquiry. This is a direct quote" We wont be able to pay $1,000 for a dog though. I would love to breed these dogs though. How about You can give me a breeding pair and I will give you the entire litter of her first breeding with us for free. So you would have, what 8-10 pups to sell that you would not have to pay anything for. We cant afford $1,000 for a dog though. We have no problem paying for the necessities though. Would you take $200 and an entire litter for a breeding pair? Please email me back." This person sought to assure the CDCA Breeder that they bred several other breeds and would be a suitable home. Thanks to a heads up from the breeder we were all warned about this individual.
This is a big RED flag. Other flags are an unwillingness to fill out an application, people that own breeding pairs of several different breeds, people looking for a deal in return for breeding rights, people that work 8-10 hours a day with no one home and certain states "throw" a red flag. Missouri is the puppy mill capital of the U.S. Be sure to check out nopuppymills.com. You will find a lot of information there.

Breeders should strongly consider limiting papers on potentially breedable Chinooks and making the "release" when the Chinook has been to be determined actually breedable. I also rarely place breedable females with first time Chinook owners.

**About Editorials**: Editorials in issues of Chinook World are meant to provoke thought, educate,and keep readers informed of issues involving the Chinooks. The opinions expressed in editorials are those of the editor, Rick Skoglund. The convictions of the Editor should not be construed as any type of policy of The Chinook Dog Club of America Inc. These opinions do not necessarily reflect the opinions of the Board of Directors, Committee members or those of the general membership.

**About Rick Skoglund:** Rick Skoglund and his Uncle, Stan Victor started Victors Chinooks. While Chinooks have been in the family since Perry Greenes era the first Victors litter was born in 1985. Stan Victor and Rick Skoglund combined breeding stock from the original rescue in Maine (Alder Patch) and breeding stock from North Star kennels. Many kennels have begun or reinvigorated their breeding programs from the Victors line including Mountain Laurel Chinooks, Benjamins, Winterset, Northdown and the modern Perry Greene kennel. The dams side seems to be more influential in this line and Chinooks who have contributed to this line are Victors Aketa, Nikiska, Aurora,Echo and Liberty along with Northdown Nugget (daughter of Victors Nikiska) and Perry Greene Colby (daughter of Northdown Nugget). Today the Victors line continues with Rick , Jennifer Skoglund and Jacob Moore and their beloved Chinooks.