

# CANADIAN DONKEY & MULE ASSOCIATION CODE OF ETHICS

## *Glossary*

1. **Open:** A virgin jennet that has never been exposed to a jack or stallion through natural or artificial insemination. A jennet that has not been exposed to a jack or stallion either through natural breeding or artificial insemination since the birth of her last foal.
2. **Bred:** A female that is known to have been serviced by a jack or stallion either by natural breeding or artificial insemination. It is not guaranteed that the female is in foal to that breeding service.
3. **Pasture exposed:** A jennet or mare has been running in the pasture with a jack or stallion and has been exposed for the time stated. This does not necessarily mean that this female is safe in foal.
4. **Safe in foal:** The jennet or mare has been declared pregnant by a competent licensed veterinarian or is declared by the seller to be carrying a foal at the time of the sale. This does not guarantee a live foal at birth or that the foal will not be aborted or mummified.
5. **Fertility tested:** A jack's semen has been collected by a competent licensed veterinary and sent to a recognized lab for evaluation. The jack's live sperm count and motility qualifies the jack to be a satisfactory breeder. A fertility test by itself does not fulfill the breeding guarantee of a jack.
6. **Pet Stock:** Animals that are specifically identified as not being suitable for breeding due to lack of quality characteristics, pedigree, health or injury. Pet stock sells for a lesser price and there are no breeding guarantees with them. Pet stock should be identified as such on sales contracts or at auction.
6. **Breeder:** The owner or lessee of the dam at the time the dam was serviced.
7. **Owner:** The individual, partnership or corporation in whose name the animal is registered.

## *Breeding Guarantees*

1. All guarantees are between buyer and seller.
2. The CDMA shall not be liable for any guarantees given by a seller of donkeys or mules.
3. Jacks: Should any jack 4 years or over fail to prove to be a satisfactory breeder, after being used on jennets or mares that are known to be breeders, the matter shall be reported to the seller in writing. The seller has the right to request a health and semen evaluation to be done by a licensed veterinarian. The seller will then have the right and privilege of one breeding season to prove the jack to be a satisfactory breeder. If the jack proves to be a non breeder the seller has the option of replacing the jack with one of equal value/quality or refunding the original price of the jack. In no event shall the seller be responsible for more than the purchase price of the jack in question.
4. Jennets: All jennets, except those specifically designated as "Pet Stock" or jennet foals sold at the side of their dams, are guaranteed to be breeders. Specific conditions written on a sale bill, agreed to by buyer and seller, regarding a certain jennet may cause this guarantee to be null and void. Note: Jennets are not considered mature enough to be bred until the age of 3 years. If a buyer breeds a jennet prior to 3 years of age, the seller is not obligated to provide a breeder's guarantee. If the buyer is unable to get a female settled by the age of 5 years, the jennet may be returned, at the buyers expense, to the seller, provided he has notified the seller in writing, and providing the jennet is in good health. The seller can request a veterinarian examination of the jennet, should a dispute regarding the condition of the jennet arise. Should the jennet be a non breeder the seller has the option to replace the jennet with one of equal quality, refund the purchase price or elect to prove the jennet to be a breeder. The seller has one breeding season to prove the jennet to be a breeder and shall do so at the seller's expense and location. If the seller fails to get the jennet in foal, the seller should replace the jennet with one of the same quality or refund the purchase price. In no event shall the seller be responsible for more than the purchase price of the jennet.
5. The breeding time in both instances of jacks and jennets can be extended by mutual agreement of the buyer and seller.
6. Suckling Foals: All suckling foals are assumed to be given to the purchaser and no breeding guarantee of any kind applies to these foals. Foals at side also serve as evidence that the dam is a breeder without further guarantee.

7. If any question is raised as to the parentage of an animal, it will be settled by DNA. Hair samples of the animal in question and of its sire and dam will be pulled by the respective owners and sent to the laboratory at the University of Texas A&M, through the NMDA DNA Coordinator. The seller or buyer have the option to request that a veterinarian pull the hair and identify the animals. Should there be a facility in Canada that establishes a certified lab for specifically testing the DNA of donkeys, then that laboratory can be used in the future.

These tests will be paid for by the buyer. If the parentage is proven to be different than indicated on the pedigree, the seller will reimburse the buyer for the tests. An adjustment or replacement of the animal, satisfactory to the buyer, or a refund of the purchase price upon return of the animal in good condition, is recommended. In no event shall the seller be responsible for more than the purchase price of the animal.

8. There are circumstances which may have a detrimental effect on the donkey's breeding ability after the date of purchase. In the event of injury to or sickness of a donkey, or serious nutritional deficiency, the breeding guarantee on that donkey may become null and void. A claim under this provision should be supported with documentation by a licensed veterinarian.

9. Under no circumstances will a seller be liable for more than the purchase price of the animal.

### ***Grievance Cases***

1. The CDMA shall not take any stand or become involved in any disputes between buyers and sellers unless the dispute specifically involves the pedigree, the registration and/or transfer, or the breeding guarantee of an animal. The seller must be a member in good standing of the CDMA.

2. In the event of a dispute involving the pedigree, registration or transfer of an animal, the Executive Committee shall review the circumstances and recommend action to the Board of Directors. Between Board Meetings, and if time is of the essence, the decision of the Executive Committee shall suffice.

3. In the event of a dispute involving a breeding guarantee of an animal, the CDMA shall not become involved unless the seller of an animal adhered to the Code of Ethics at the time the animal was sold.

4. After due consideration of the circumstances pertaining to a grievance case, the Executive Committee may recommend to the Board of Directors that certain action is required on the part of the seller or buyer in question. After these recommendations are considered by the Board, the Board may request certain actions be taken by said member. If the member in question fails to comply with the Board's instructions, the member may be subject to suspension.

5. The CDMA will have reprints of the complete Code of Ethics available for the membership at a reasonable price. It is recommended that all sales have a supply of these available at ringside for buyer's use.

6. The CDMA Executive and Board of Directors are volunteers who cannot be taken to court for their decisions. If a member is not satisfied with the CDMA Executive and/or CDMA Board decision and want a legal judgment then they can pursue that at their own cost and pay for their legal counsel.

### ***Buyer's Responsibility***

The buyers themselves have to assume responsibility with regard to their participation in a sale. They should become familiar with the Code of Ethics and the Glossary of Terms. It is the buyer's responsibility to ensure that the member he/she chooses to buy donkeys or mules from adheres to this Code of Ethics in both private treaty sales and public auction sales. It is a normal practice at sales that announcements from the ring will take precedent over any printed matter. Buyers should listen carefully to all announcements made by the auctioneer, sales management governing the sale, or the owner, including specific announcements made on individual animals.

If any animal is returned to the owner for any reason, the purchaser will be bound by the same health requirements that governed the seller. Returned animals must be returned in good condition to the seller's address.

It is the buyer's responsibility to check the identification of the animal that he purchased to ensure that the description of the animal or its permanent identification correspond with the printed information on the registration certificate.