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## The Canadian Angus Association's Breeder's Guarantee Guidelines

### Key Terms

**Open:** Female which has not been served or female which has been served but declared open.

**Bred:** Female which is known to have been served by a bull either through natural breeding or artificial insemination, but this does not guarantee that the female is safe in calf to that service.

**Pasture Exposed:** Female which is known to have been exposed during a period of time to a bull that was in a specific breeding area.

**Safe in calf:** A female which has been declared pregnant by a licensed veterinarian or is declared by the seller to be carrying a calf at the time of the sale.

**Breeder:** The owner or lessee of the dam at the time the dam was served.

**Owner:** The individual, partnership or corporation in whose name an animal is registered.

### Transfer of Ownership:

- This is accomplished by the completion of the transfer form on the reverse side of the registration certificate, within 3 months of purchase, signed by the last registered owner, and duly processed by the Canadian Angus Association.
- The seller is responsible for the payment of the transfer fees and other related fees necessary for the processing of the said transfer.
- If a female is sold as bred, the service information must be completed on the transfer form.
- In the case of multiple ownership of an animal, the first owner listed on the registration paper, as agreed upon by the owners, shall be the holder of the registration paper.

**Tattoo:** Permanent ear identification comprised of herd letters, a unique number and the designated year letter is required. The herd letters are those registered at the Canadian Angus Association in the name of the owner at the time of birth.

### Parties of Guarantee:

- All guarantees are between the buyer and seller; and should be stated clearly in writing on the Bill of Sale

### Sales Catalogues:

- Must include all known genetic defect test result information available at time of print
- All performance data published must be generated by the Canadian Angus Association, unless otherwise denoted.

### Registered Animals:

- Any animal that is not registered with the Canadian Angus Association cannot be sold or identified as Angus.

- Any animal that is not registered with the Canadian Angus Association is not subject to the Associations Breeders Guarantee Guidelines.
- It is the seller's responsibility to transfer the registration certificate to the buyer within 3 months of purchase date.
- Canadian Angus Tag Program requires at least one parent animal to be registered with the Canadian Angus Association.

**Disclosure of Pedigree:**

- The seller is responsible for disclosing complete and accurate pedigree information to the buyer.
- The Canadian Angus Association only guarantees the accuracy of performance data generated by the Association; any performance data published that is not from the Association must be labeled as such.
- The seller is responsible for disclosing all known genetic defect information pertinent to the purchased animal at the date of sale.
- The buyer cannot return an animal in the case that it is affected or known to be a carrier of any genetic defect if information known post sale date.

**Role of the Association:** The Canadian Angus Association shall not be responsible for any guarantee given by the seller. However, the Association is responsible for providing accurate pedigree, performance, and genetic defect information.

**Breeding Bull Guidelines**

All bulls offered for sale as breeding bulls, except calves at side, must be guaranteed breeders. The Canadian Angus Association recommends that breeding bulls have passed a semen test and have achieved minimum scrotal circumference.

**Minimum Scrotal Circumference (cm)**

12 months	32
13 months	33
14 months	34
15 months	34.5
16-20 months	35
21-30 months	35

**If you purchase a bull that fails to prove a natural breeder:**

- Should any bull fifteen months of age or over fail to prove a natural breeder after being used on cows known to be breeders and free of venereal disease, the buyer shall report in writing to the seller and provide a report of complete examination by a licensed veterinarian.
- This notification shall be provided by the buyer to the seller no later than four months following the date of purchase, or six months after the bull has reached 15 months of age, whichever is the later.
- The buyer shall return the bull to the seller who shall have the opportunity to have the bull examined by a veterinarian of choice.
- In the instance of a fertility re-test by the seller the bull must be in acceptable condition as agreed upon by the buyer and seller, and if non-agreement, then as declared by a licensed veterinarian.
- Once the bull has been declared reconditioned, the seller will then have 45 days to prove this bull a breeder.
- If this bull proves to be a satisfactory breeder the bull shall be returned to the buyer.
- Any guarantees with respect to ability to freeze semen shall be by separate agreement between buyer and seller.
- **UNDER NO CIRCUMSTANCES SHALL THE SELLER BE RESPONSIBLE FOR MORE THAN THE PURCHASE PRICE PAID FOR SAID ANIMAL.**



### **Breeding Female Guidelines**

- Females sold as being safe in calf are considered breeders without further guarantee.
- Cows and heifers represented as bred or pasture exposed are not guaranteed safe in calf but are guaranteed to be breeders.
- Open heifers selling as individual lots are guaranteed to be open and to be breeders.

### **If a female fails to prove a natural breeder:**

- In the event a female is claimed to be a non-breeder after having been bred naturally to a bull known to be a breeder and **after having been examined** by a licensed veterinarian, the matter must be **reported in writing** (with a copy of the veterinarian report) no later than six (6) months after the sale date or prior to the heifer attaining twenty-four (24) months of age, whichever is the later.
- In the instance of the female being returned in unacceptable body condition as agreed upon by the buyer and seller, and if non-agreement, then as declared by a licensed veterinarian, the seller shall have seventy (70) days following the date that the female was declared re-conditioned in which to prove such female as a breeder.
- The seller may use any registered Angus bull available to him/her, in which case the said female will be reclaimed by the buyer at his/her expense.
- Should the seller fail to prove the female a breeder, the buyer has the option to either accept a replacement breeding female from the seller's ranch or obtain a refund of the original purchase price.
- No incidental expenses incurred will be charged by either party
- In the event that a buyer of an open heifer finds that she was in fact in calf on the sale day, the animal may be returned to the seller and receive a satisfactory replacement or a refund of the purchase price.
- In the event that a female is sold as bred to a specific sire(s) and is safe in calf gives birth to a calf that is not parent verified to the specified sire(s) the buyer may return both female and calf for the original price paid or a satisfactory replacement female.
- In the event a female sold as being safe in calf does not calve to the published and or announced breeding date(s), the buyer, after notifying the seller in writing, may return the female and calf; and receive an immediate full refund of the purchase price.
- **UNDER NO CIRCUMSTANCES SHALL THE SELLER BE RESPONSIBLE FOR MORE THAN THE PURCHASE PRICE PAID FOR SAID ANIMAL.**

### **Exceptions to the Guarantee:**

- Where gross negligence or willful misconduct by the buyer or his agents or employees has occurred the seller is exempted from any and all guarantees.
- No guarantee is given that a bred female will deliver a live calf, or that she will carry the calf to full term.
- In cases where the purchased animal is subjected pharmaceuticals not approved for animal use, growth hormone treatment, embryo transfer, or surgical reproduction technique after the sale, the guarantee shall be null and void.

**Suckling calves:** No guarantee of any kind applies to suckling calves less than six (6) months of age.

### **Rights and Obligations:**

- The above terms and conditions of the sale shall constitute a contract between the buyer and seller and be equally binding to both parties.
- The seller is obligated to transfer the purchased animal to the seller within 3 months of purchase date.
- Resale of animals following purchase shall constitute a separate transaction.

**Variations:** Any deviations from these guidelines agreed to by the buyer and seller at time of sale, including announcements from the auction block and any additional agreements must be in writing on the bill of sale, and shall take precedence over the conditions herein.

**Tips for the Sale:**

- Check the ear tattoo of each animal to ensure accuracy
- Verify that the correct buyer information is recorded on the bill of sale and transfer form, including buyers name, address and phone number
- Ensure accurate service information is recorded on the transfer form
- Ensure that all agreements are stated clearly, in writing on the bill of sale