

BOHEMIAN WIREHAIRD POINTING GRIFFON CLUB OF AMERICA (BWPGCA) BUYER AGREEMENT

(To be completed in ink)

THIS AGREEMENT is made and entered into at _____ (BUYERS's city and state),
this ____ day of _____, 20__, by and between THE BOHEMAIN WIREHAIRD POINTING GRIFFON CLUB OF
AMERICA (BWPGCA). And _____ (BUYER)
with residence at _____.

PREAMBLE

Congratulations on having been selected as a new owner of a Bohemian Wirehaired Pointing Griffon pup (breed also known as Český Fousek) from the controlled breeding program of the Bohemian Wirehaired Pointing Griffon Club of America (BWPGCA). You were selected because you are a hunter, appreciate high quality hunting dogs and have manifested an interest in participating in the controlled breeding program.

Indiscriminate breeding and emphasis on show appearance, rather than hunting qualities, are factors which have contributed to the procreation of dogs with inferior hunting abilities and temperament problems. A purpose of the BWPGCA and of this Agreement is to protect, promote and improve the versatile hunting qualities and temperament of the Bohemian Griffon breed through a program of controlled breeding based upon genetic principles and testing of progeny to evaluate whether desired results are being obtained.

While such a program cannot, and does not, assure or guarantee any specific quality of dog, the program aims to produce dogs that are very good, versatile hunting companions and to reduce the incidence of dogs with poor hunting abilities or temperament problems. Because the BWPGCA is small, and only a few dogs are approved for breeding each year, continued success of the BWPGCA and the breeding program depends upon dog owners, like yourself, who as owners of Club pups are also willing to become Club members and to actively participate in the BWPGCA's breeding program, which includes hunting tests which are sanctioned by the Bohemian Wirehaired Pointing Griffon Club of America Education and Research Foundation (BWPGCA E&RF) WELCOME!

1. Description of Breeding and Pup. BUYER agrees to buy, one Bohemian Wirehaired Pointing Griffon pup (herein "the Pup"), described as follows:

Sex: M ____ F ____

Sire: _____ (Reg. No. _____)

Dam: _____ (Reg. No. _____)

Whelped: _____ (Date)

Kennel litter Designation: (ie. A, B, C, etc) _____

Kennel name: _____

Pup Name (if known): _____

2. Purchase Price and Payment. BUYER agrees to pay BREEDER a purchase price of Nine Hundred Dollars (\$900), payable in two (2) installments as follows:

- A. \$450.00, as an initial down payment, upon execution of this Agreement, the receipt of which is acknowledged by BREEDER; and
- B. The balance of \$450.00, in full, upon BREEDER's request, and in no event later than ten (10) calendar days prior to agreed upon date for delivery or shipment of the Pup.
- C. The BREEDER shall remit \$330 of the purchase price to the Treasurer of the BWPGCA.

Included in the purchase price are the following:

- 1) A charge of \$5 for registration in the Griffon Registry Book (GRB) which is maintained by the BWPGCA.
- 2) A fee of \$25 to cover the cost of placing blood from the pup in the Cornell University BioBank for use in DNA studies.

Except as otherwise set forth in Paragraph 3 of this agreement, all payments are non-refundable.

3. Refunds.

- A. \$100.00. The BWPGCA agrees to refund to BUYER the sum of One Hundred Dollars (\$100.00), in the event of the Pup's death by natural cause after delivery and before twelve (12) months of age, which sum shall become payable upon receipt by the Secretary of the BWPGCA of a statement by a licensed veterinarian, on his or her letterhead, attesting as to the cause of death.
- B. One-Half of Purchase Price. BREEDER and the BWPGCA, as applicable, agree to refund pro rata to BUYER one-half of the purchase price, being the sum of Four Hundred Fifty Dollars (\$450.00), in the event that:
 - i. The Pup displays any of the following inherited, genetic faults that would seriously interfere with its performance as a hunting companion as determined by the BWPGCA Breeding Committee:
 - a. Hip dysplasia, as shown by PennHIP Certification;
 - b. Poor nose, as shown by IHDT;
 - c. Unstable temperament, as shown by IHDT; or
 - d. Major faults in conformation, as shown by IHDT; and
 - ii. The refund will become payable upon receipt by the Secretary of the BWPGCA of a statement by a licensed veterinarian, on his or her letterhead, attesting as to the affected Pup having either been either: (1) destroyed or (2) sterilized.

- C. Entire Purchase Price. BREEDER and the BWPGCA, as applicable, agree to refund pro rata to BUYER the entire purchase price, or such portion thereof as has previously been paid, in either of the following events:
- i. Death or destruction of the Pup prior to delivery or shipment; or
 - ii. BUYER's written notification to BREEDER within seven (7) days after BUYER's receipt of the Pup that BUYER is dissatisfied with the Pup and desires to return the Pup for a refund.

In the event of the Pup's death or destruction prior to delivery or shipment, BREEDER will promptly notify BUYER and the refund will be paid promptly.

In the event of BUYER's dissatisfaction with the Pup and desire for a refund, the refund will become due and be paid promptly upon BUYER's return of the Pup to BREEDER's residence within ten (10) days after its delivery or shipment to BUYER in the same healthy condition as when delivered or shipped. If BUYER elects to ship the Pup back to BREEDER, such shipment will be subject to the terms and conditions governing shipment set forth in Paragraph 5 below.

4. Replacement Pup. As an alternative to receipt of a refund under Paragraphs 3.B. or 3.C., above, BUYER and BREEDER may agree to substitute a replacement Pup, if available, on such terms and conditions as may be agreed upon between BREEDER and BUYER.

5. Delivery or Shipment. Breeder will deliver the Pup to Buyer during the Pup's tenth (10th) week of age. Unless otherwise agreed, the Pup shall be delivered by BREEDER to BUYER, in person, at Breeder's residence set forth above. If shipment is required, BUYER assumes all expense, cost of insurance and risk of loss, death or injury to the Pup associated with shipment. In the event shipment is agreed upon, BREEDER and BUYER agree to coordinate time and the means of transport so as to minimize stress or injury to the Pup.

6. Breeder's Representations and Obligations. BREEDER represents and agrees as follows:

- A. BWPGCA. To send Three Hundred and Thirty Dollars (\$330.00) of the purchase price received from BUYER to the Treasurer of the BWPGCA, which sum shall be applied first toward any of the refunds due BUYER under this Agreement and any remaining excess toward the BWPGCA operations.
- B. Veterinary Care. To provide, at BREEDER's expense, all veterinary care to date of delivery or shipment of the Pup, including all puppy shots, tail docking, and dew claw removal;
- C. Shipping Arrangements. To make arrangements for, obtain or provide, at BUYER's expense, all shipping and insurance by a mutually agreed upon transport carrier; a Pet Porter, or similar, suitable kennel for shipment; and all required health certifications for shipment;
- D. Registration. To obtain, at no expense to BUYER, registration of the Pup in BUYER's name in the BWPGCA Griffon Registry Book; and
- E. Support. Until the Pup reaches twenty-four (24) months of age, to provide BUYER, at no expense to BUYER, with reasonable counseling, advice and assistance on an as needed, as requested basis regarding handling, training, testing and other matters of mutual interest regarding the Pup and the BWPGCA. To the extent BREEDER lacks knowledge or information regarding a particular problem, BREEDER will endeavor to refer BUYER to other members of the BWPGCA or to published texts of which BREEDER has knowledge that may be of assistance to BUYER. In this regard, BUYER is strongly

encouraged to purchase and read How to Help Gun Dogs Train Themselves, by Joan Bailey, prior to delivery of the Pup.

7. Buyer's Representations and Obligations. In addition to payment of the purchase price and costs of shipment and insurance, BUYER represents and agrees to be an active participant in the BWPGCA's controlled breeding program by doing the following, at BUYER's expense:

- A. Official Name. To provide BREEDER with the Pup's official name, which shall begin with the alphabetized letter of the Kennel Litter Designation (e.g., if kennel litter is "A", official name might be "Alpha"; if kennel litter is "B", official name might be "Beta"; etc.), before delivery. If BUYER fails to provide BREEDER with an official name in a timely fashion the BREEDER may do so and register the Pup in an official name of BREEDER's choosing;
- B. Conditioning and Hunting. To condition and hunt the Pup over wild birds and/or game during the Pup's first twenty-four (24) months of age;
- C. PennHIP Certification. To have the Pup evaluated for hip dysplasia by x-ray and PennHIP Certification at ten (10) months of age and have the results thereof sent to the Secretary of the BWPGCA. Note A. above - breed designation for PennHip must be Český Fousek (Note: O.F.A. Certification is not acceptable)
- D. Hunting test evaluations:
 - i. Natural Ability Test. To have the Pup evaluated through a BWPGCA E&RF-sanctioned Natural Ability Test (NAT) between six (6) and sixteen (16) months of age;
 - ii. Intermediate Hunting Dog Test. To have the Pup evaluated through a BWPGCA E&RF-sanctioned Intermediate Hunting Dog Test (IHDT) between sixteen (16) months and twenty-four (24) months of age;
- E. Health History. To provide the Secretary of the BWPGCA with a fully completed Health History of the pup at twenty-four (24) months of age on a form approved and provided by the BWPGCA;
- F. Genetic database involvement. To fill out all questionnaires pertinent to the BWPGCA DNA project in association with Cornell University and to bring the dog to a BWPGCA event to have the dog measured as required for the Cornell University project. This can be at the same time as the IHDT test. Breed designation for this study will be Český Fousek.
- G. Temperament questionnaire - when the pup reaches 6 months and again at 12 months of age, fill out the at CBARQ on-line temperament form. The website is:
<http://vetapps.vet.upenn.edu/cbarq/index.cfm>
- H. BWPGCA Membership. To maintain membership in the BWPGCA and its local or regional club from date of execution of this Agreement until the Pup is at least twenty-four (24) months of age, has died or has been destroyed, whichever occurs first.
- I. Breeding. To breed the Pup only in accordance with breedings approved by the BWPGCA's Breeding Committee; not to neuter the Pup without prior approval of the BWPGCA's Breeding Committee; and, for Pups approved for breeding by the BWPGCA's Breeding Committee, to breed a female Pup up to twice (2), and male Pup unlimited use, subject to mutual agreement between BREEDER and the BWPGCA's Breeding Committee as to time of, and intervals between, breedings.

8. Disclaimer. Except for the satisfaction or refund guarantee set forth in Paragraph 3.B.(i) above, there are no other representations, warranties or guaranties regarding the Pup, whether express or implied, including any warranties of Merchantability or of Fitness for a Specific Purpose, all of which are expressly disclaimed.

9. Entire Agreement. This Agreement represents the entire agreement of the parties and supersedes all prior or contemporaneous discussions, representations, understandings or agreements, whether written or oral.

IN WITNESS WHEREOF, the parties have entered into this Agreement at the place of BREEDER's residence on the date first set forth hereinabove.

BOHEMIAN WIREHAired POINTING GRIFFON CLUB OF AMERICA, INC. by _____
Zeb Breuckman (Treasurer)

BREEDER: _____

BUYER: _____