

BOHEMIAN WIREHAISED 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 _____, 2016, by and between THE BOHEMAIN WIREHAISED 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. Except as otherwise set forth in Paragraph 2 of this agreement, all payments are non-refundable. BUYER agrees to pay the BWPGCA a deposit of \$1350 for the Pup. The actual purchase price of the pup will be determined by the BWPGCA in December of 2016 based on the average cost of importing puppies by the BWPGCA for the year. The actual purchase price determined by the BWPGCA will not be more than \$1350. In the event that the actual purchase price is less than \$1350, the BUYER may request a refund of the difference between the deposit and the purchase price, or the BUYER may donate all or a portion of the refund to the BWPGCA E&RF, which is a 501(c)3 nonprofit organization dedicated to maintaining and improving the natural hunting dog qualities of the breed. Included in the purchase price are the following:

- A. A charge of \$20 for registration in the Griffon Registry Book (GRB) which is maintained by the BWPGCA.
- B. A fee of \$25 to cover the cost of placing blood from the pup in the Cornell University BioBank for use in DNA studies.

3. Guarantee. If the Pup displays the following inherited, genetic fault which would seriously interfere with its performance as a hunting companion as determined by the BWPGCA Breeding Committee:

- (i) Hip dysplasia as shown by PennHip evaluation

The BWPGCA will pay the cost of a replacement pup in Czech Republic. All other costs associated with importing a pup from the Czech Republic will be the responsibility of the buyer.

In the event the buyer elects for a domestic replacement pup, the cost of a pup in Czech Republic will be paid by the BWPGCA towards the price of a domestic pup.

The payment from BWPGCA towards the cost of a replacement pup 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 destroyed or sterilized.

4. 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 E&RF's controlled breeding program by doing the following, at BUYER's expense:

- A. **Official Name.** The Pup's official name, will be given by the BREEDER in the Czech Republic. The owner may use any call name he/she wishes- however in all official correspondence (ie. test entry, blood draws, PennHIP evaluation) the official name must be used. For all database purposes, including PennHIP – breed designation must be Český Fousek.
- 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:

1. 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;
2. 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 have blood drawn and sent to Cornell University to comply with the BWPGCA DNA project and bring the dog to a BWPGCA event to have the dog measured as required for the Cornell University project, and fill out all questionnaires pertinent to this study. This can be at the same time as the IHDT test. Breed designation for this study will be Český Fousek.

G. 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.

H. Breeding. To breed the Pup only in accordance with breedings approved by the BWPGCA E&RF's Breeding Committee; not to neuter the Pup without prior approval of the BWPGCA E&RF's Breeding Committee; and, for Pups approved for breeding by the BWPGCA E&RF's Breeding Committee, to breed female a Pup up to twice, and male Pup unlimited use, subject to mutual agreement between BREEDER and the BWPGCA E&RF's Breeding Committee as to time of, and intervals between, breedings.

5. Disclaimer. Except for the satisfaction or refund guarantee set forth in Paragraph 3.B. 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.

6. 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)

BUYER: _____