



ČESKÝ FOUSEK NORTH AMERICA BUYER AGREEMENT

Domestic Puppy

(To be completed in ink)

THIS AGREEMENT is made and entered into at _____

_____ (Breeder's address), this _____ day of _____, 20_____

by and between ČESKÝ FOUSEK NORTH AMERICA (CFNA) and BUYER _____

with residence at _____.

PREAMBLE

Congratulations on having been selected as an owner of a ČESKÝ FOUSEK from the controlled breeding program of the CFNA. 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 that have contributed to the procreation of dogs with inferior hunting abilities and temperament problems. A purpose of the CFNA and of this Agreement is to protect, promote, and improve the versatile hunting qualities and temperament of the ČESKÝ FOUSEK 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 CFNA is a small organization, and only a few dogs are approved for breeding each year, the continued success of the CFNA and the breeding program depends upon dog owners, like you. Owners of CFNA Puppies must be willing to become members of the CFNA and to actively participate in the CFNA's breeding program, including hunting tests sanctioned by the CFNA.

1. Description of Breeding and Puppy

BUYER agrees to buy, one ČESKÝ FOUSEK Puppy (Puppy), described as follows:

Sex: M _____ F _____

Sire: _____ CFRB Registration Number _____

FCPR Registration Number _____

Dam: _____ CFRB Registration Number _____

FCPR Registration Number _____

Date Whelped: _____

Breeder's Name _____

Kennel Name _____

Puppy Name _____

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Microchip Number _____

2. Purchase Price and Payment

The BUYER agrees to pay a purchase price of \$1,250. payable in 3 installments as follows:

The BUYER has previously entered into the CFNA Puppy Retainer Agreement, been approved as a qualified Buyer, and paid the CFNA Treasurer a \$400 deposit on _____ (date), leaving a balance due of \$850.

Six hundred and twenty five dollars (\$625) is due to the BREEDER when the BREEDER and BUYER agree a Puppy from that litter will be purchased by the buyer. This Buyer Agreement is to be signed at that time and sent to the CFNA Treasurer.

The balance of two hundred twenty-five dollars is due to the BREEDER upon BREEDER's request, but in no event later than fourteen (14) calendar days prior to the agreed upon date of delivery or shipment of the Puppy.

The BREEDER and CFNA shall each receive \$625 of the purchase price.

The purchase price includes the cost of registering the Puppy in the Český Fousek Registry Book (CFRB) which is maintained by the CFNA, FEDERATION CANOFILA DE PUERTO RICO (FCPR) Litter Registration, and the fee paid for banking a blood sample from the Puppy 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. Should the Puppy die of natural causes between the time the Puppy is delivered to the BUYER, and before twelve (12) months of age, the CFNA will refund to BUYER, One Hundred Dollars (\$100). The CFNA would like the Puppy examined by a veterinarian to help identify the cause of death or genetic faults. The CFNA will pay the BUYER after the CFNA Secretary receives a statement from a licensed veterinarian, on his or her letterhead, attesting as to the cause of death.
- B. One-Half of Purchase Price. BREEDER and the CFNA, as applicable, agree to refund pro rata to BUYER one-half of the purchase price, \$625, in the event that:
 - i. The Puppy displays any of the following inherited, genetic faults that would seriously interfere with its performance as a hunting companion as determined by the CFNA Breeding Committee:
 - b. Hip dysplasia, as shown by PennHIP Certification,
 - c. Poor nose, as shown by Intermediate Hunting Dog Test (IHDT),
 - d. Unstable temperament, as shown by IHDT, or
 - e. Major faults in conformation, as shown by IHDT.
 - ii. The refund will be sent after the CFNA Secretary receives a statement on letterhead from a licensed veterinarian stating the affected Puppy has been either: (1) destroyed OR (2) sterilized.
- C. Entire Purchase Price BREEDER and the CFNA, 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 Puppy prior to delivery or shipment; or
 - ii. BUYER's written notification to BREEDER within seven (7) days after BUYER's receipt of the Puppy that BUYER is dissatisfied with the Puppy and desires to return the Puppy to BREEDER for a refund.

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

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

D. Replacement Puppy As an alternative to a refund under Paragraphs 3.B. or 3.C., above, BUYER, BREEDER and CFNA may agree on other terms and conditions as may be agreeable to all parties. This may include a substitute replacement Puppy, if available.

4. Delivery or Shipment

BREEDER will deliver the Puppy to BUYER after the Puppy is ten (10) weeks old. Unless otherwise agreed, the Puppy shall be delivered by BREEDER to BUYER, in person, at BREEDER's residence. If shipment is required, BUYER assumes all expenses associated with the shipping, including but not limited to the expenses of veterinarian exams and supplies, shipping crates, insurance, and the risk of loss, death, or injury to the Puppy 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 Puppy.

5. Breeder's Representations and Obligations

BREEDER agrees to the following:

- A.** To send Six Hundred Twenty-Five Dollars (\$625) of the purchase price received from BUYER to the CFNA Treasurer, which shall be applied toward any refunds due BUYER under this Agreement and any remaining sum toward the CFNA's operations.
- B.** To provide, at BREEDER's expense, (except for expenses associated with shipping Puppy) all veterinary care to date of delivery or shipment of the Puppy, including all Puppy shots, tail docking, and microchip.
- C.** To plan 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.** To register the litter with FCPR at CFNA expense.
- E. To register the Puppy in the BUYER's name in the ČFRB .**

6. CFNA's Representations and Obligations

Support from the CFNA Training Committee. Until the Puppy reaches thirty-six (36) months of age or completes the IHDT, the CFNA will provide to the BUYER reasonable counseling, advice, and assistance on an as-needed, as-requested, and as-available basis regarding handling, training, testing and other matters of mutual interest regarding the Puppy and the CFNA. This will be provided at no expense to BUYER. The CFNA will help provide references and materials for this support.

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 CFNA's controlled breeding program by doing the following, at BUYER's expense:

- A. Official Name** To provide BREEDER with the Puppy'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.). If BUYER fails to provide BREEDER with an official name by the time the Puppy is 20 days old the BREEDER may register the Puppy with an official name of BREEDER's choosing;
- B. Conditioning and Hunting** To condition and hunt the Puppy over wild birds and/or game during the Puppy's first thirty-six (36) months of age or completes the IHDT;
- C. Hunting test evaluations:**
 - i.** Natural Ability Test. To have the Puppy evaluated through a CFNA sanctioned Natural Ability Test (NAT) between six (6) and sixteen (16) months of age;
 - ii.** Intermediate Hunting Dog Test. To have the Puppy evaluated through a CFNA sanctioned Intermediate Hunting Dog Test (IHDT) between sixteen (16) months and thirty-six (36) months of age. The dog should be tested in the IHDT as close to twenty-four (24) months as is possible.

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- D. Health History** To provide the CFNA Breeding Committee with a fully completed Health History of the Puppy at twenty-four (24) months of age or completes the IHDT, on a form approved and provided by the CFNA;
- E. Genetic database involvement** To fill out all questionnaires pertinent to the CFNA's DNA Project in association with Cornell University's BioBank and to bring the dog to an 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 is Český Fousek.
- F. Temperament questionnaire** To fill out and submit the owner behavior survey as provided by the CFNA at the Natural Ability and the Intermediate Hunting Dog Test.
- G. CFNA Membership** To maintain membership in the CFNA and its local or regional Chapter from date of execution of this Agreement until the Puppy is at least thirty-six (36) months of age, completes the IHDT has died or has been destroyed, whichever occurs first.
- H. PennHip Certification** To have the Puppy evaluated for hip dysplasia by x-ray and PennHip Certification if requested by the CFNA's Breeding Committee. If the CFNA requests that the puppy be certified by PennHip, the CFNA will reimburse the cost of the PennHip procedure. The CFNA encourages all Puppy owners to have their dog tested in PennHip. The PennHip provides valuable information regarding the long-term orthopedic health of the dogs we are breeding.
- I. Breeding** To breed the Puppy only in accordance with breedings approved by the CFNA's Breeding Committee; not to neuter the Puppy without prior approval of the CFNA's Breeding Committee. For Puppies approved for breeding by the CFNA's Breeding Committee, to breed a female Puppy up to twice (2), and male Puppy unlimited use, subject to mutual agreement between BREEDER and the CFNA's Breeding Committee as to time of, choice of mate, 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 Puppy, whether expressed 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.

ČESKÝ FOUSEK NORTH AMERICA, INC. by _____ (Treasurer)

BREEDER SIGN _____ BEEDER PRINT _____

BREEDER SIGN _____ BEEDER PRINT _____

BUYER SIGN _____ BUYER PRINT _____

BUYER SIGN _____ BUYER PRINT _____

Please Return Original to: Roger Fuhrman, CFNA Treasurer, 29 Rocky Road, Horseshoe Bend, ID 83629