

BOHEMIAN WIREHAISED POINTING GRIFFON CLUB OF AMERICA (BWPGCA)
BUYER AGREEMENT
 IMPORTED PUP

(To be completed in ink)

THIS AGREEMENT is made and entered into at _____
 (Buyer's city & state)

this _____ day of _____, 20_____, 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 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 that 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 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 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 you. Owners of Club pups must be willing to become Club members and to actively participate in the BWPGCA's breeding program, including hunting tests sanctioned by the BWPGCA.

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. CLP/CF _____)

Dam: _____ (Reg. No. CLP/CF _____)

Whelped: _____ (Date)

Breeder's Name _____

Pup's Name: _____

Pup's (Reg. No. if known) _____

Pup's Chip Number (if known): _____

2. Purchase Price and Payment (imported puppy). 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 \$2,000 (two-thousand dollars) for the Pup. The actual purchase price of the pup will be determined by the BWPGCA after the pup is delivered.

Breeder initial _____ Buyer Initial _____ BWPGCA Initial _____

Revision Date 06302019

The purchase price will be the actual cost billed to the club for the purchase price and transportation from the Czech Republic, plus the cost to the club of transferring money and converting currency from the USA (in USD) to the Czech Republic (in CZK), plus \$25 to cover participation the Cornell BioBank DNA study program plus a \$20 registration fee paid to the BWPGCA. In the event that the actual purchase price is less than the deposit, the BUYER may request a refund of the difference between the deposit and the purchase price. In the event that the purchase price is higher than the deposit, the BUYER will pay the difference between the deposit and the purchase price to the BWPGCA.

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 (1) destroyed OR (2) 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 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 Breeding Committee of the BWPGCA. The breed designation for PennHIP must be Český Fousek and O.F.A. Certification is not acceptable.
- D. Hunting test evaluations:**
 - 1.Natural Ability Test. The Buyer agrees to have the Pup evaluated through a BWPGCA-sanctioned Natural Ability Test (NAT) between six (6) and sixteen (16) months of age;
 - 2.Intermediate Hunting Dog Test. The Buyer agrees to have the Pup evaluated through a BWPGCA sanctioned Intermediate Hunting Dog Test (IHDT) between sixteen (16) months and twenty-fourⁱ 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. To fill out all questionnaires pertinent to the BWPGCA DNA project in association with Cornell University BioBank 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 is 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'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, choice of mate, and intervals between breedings.

5.Disclaimer. Except for the satisfaction or refund guarantee set forth in Paragraph 3 above, there are no other representations, warranties or guaranties regarding the Pup, whether expressed 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 WIREHAIED POINTING GRIFFON CLUB OF AMERICA, INC. by

_____ (Treasurer)
Return Original to
 Roger Fuhrman
 29 Rocky Road
 Horseshoe Bend, ID 83629

BREEDER SIGN _____

BREEDER PRINT _____

BUYER SIGN _____

BUYER PRINT _____
