



ČESKÝ FOUSEK NORTH AMERICA BUYER AGREEMENT

Domestic Puppy
(To be completed in ink)

THIS AGREEMENT is made and entered into this _____ day of _____, 20_____,
by and between ČESKÝ FOUSEK NORTH AMERICA (CFNA) and
BUYER _____,
with residence at

_____.

PREAMBLE

Český Fousek North America (CFNA) is a club of hunters who work to protect, promote, and improve the hunting qualities, temperament, and health of the Český Fousek breed through a controlled breeding program based on genetic principles and progeny testing to evaluate whether those desired results are being obtained.

Congratulations on becoming an owner of a Český Fousek puppy produced from the CFNA breeding program. You are a hunter who appreciates high quality hunting dogs. 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, temperament, and chronic health issues. To help maintain control of the breeding program, the breeder will always remain the co-owner of the Puppy in all registration organizations other than the CFNA.

While such a program cannot, and does not, assure or guarantee any specific quality of dog, the CFNA program strives to produce dogs that are very good versatile hunting companions. 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 members of the CFNA, test your puppy in the Natural Ability (NA) and Intermediate Hunting Dog Test (IHDT) and you may elect to participate in the CFNA's breeding program provided that your dog qualifies.

1. Description of Breeding and Puppy

BUYER agrees to buy one Český Fousek puppy (Puppy) described as follows:

Sire:

CFRB Registration Number

FCPR Registration Number

Dam:

CFRB Registration Number

FCPR Registration Number

Date Whelped:

Sex: M _____ F

Breeder's Name

Puppy Name

Microchip Number



2. Purchase Price and Payment

The BUYER agrees to pay a purchase price of \$2,000 payable in three installments:

The BUYER has previously been approved as a qualified buyer, has entered the CFNA Puppy Deposit Agreement, and paid the CFNA Treasurer a \$400 deposit on _____ done _____ (date), leaving a balance due of \$1,600.

Six hundred dollars (\$600) is due to the CFNA Treasurer when the BREEDER and BUYER agree a puppy from that litter will be purchased by the BUYER. This will take place on or before the puppy's 5th week of age. The balance of one thousand dollars (\$1,000) is due to the BREEDER no later than 8 weeks after birth.

The purchase price includes the cost of registering the Puppy in the Český Fousek Registry Book (CFRB) which is maintained by the CFNA, Federación Canófila de Puerto Rico (FCPR) Litter Registration, the fee paid for banking a blood sample from the Puppy in the Cornell University BioBank for use in DNA studies, and a genetic profile as produced by Embark.

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

3. Refunds

- A. The following amounts will be refunded to the BUYER, *upon request to the Treasurer*, under the conditions below:
 - i. When the Puppy completes its CFNA Natural Ability test, the Buyer may request a refund of \$125.
 - ii. When the Puppy completes its Intermediate Hunting Dog test, the Buyer may request a refund of \$125.
 - iii. If the BUYER agrees to breed a female in the CFNA breeding program, and the dog IS bred, the BUYER may request a refund of \$250.
- B. 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, two hundred and fifty dollars (\$250). 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.
- C. The CFNA agrees to refund one-half of the purchase price, \$1,000., 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:
 - a) Hip dysplasia, as shown by PennHIP Certification,
 - b) Poor nose, as shown by Intermediate Hunting Dog Test (IHDT),
 - c) Unstable temperament, as shown by IHDT, or
 - d) Major faults in conformation that would render the dog unusable as a hunting companion, as shown by IHDT.
 - ii. The refund will be sent after the CFNA Treasurer receives a statement on letterhead from a licensed veterinarian stating the affected Puppy has been either: (1) destroyed OR (2) sterilized.
- D. The CFNA agrees to refund the entire purchase price, or the amount previously paid, in either of the following events:
 - i. Death or destruction of the Puppy prior to delivery or shipment. BREEDER will notify Buyer as quickly as possible, and the refund will be paid promptly.
 - ii. In the event the BUYER is dissatisfied with the Puppy, they may provide written notification to BREEDER within seven (7) days after BUYER's receipt of the Puppy, stating why the BUYER is dissatisfied, and requesting to return the Puppy to BREEDER for a refund. In this event, the refund will become due and payable within fifteen (15) 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, or make other transportation arrangements, the Puppy back to BREEDER, the shipment will be subject to the terms and conditions governing shipment set forth in Paragraph 4 below. The Buyer assumes all responsibility and costs associated with the return of the Puppy.
- E. As an alternative to a refund under sections 3.B. or 3.C., above, BUYER, BREEDER, and CFNA may agree on other terms and conditions. This may include a substitute replacement Puppy and rehoming of the original Puppy.



4. Delivery or Shipment

BUYER will take possession of the Puppy at the BREEDER'S home when it is ten (10) weeks old, unless other arrangements, agreeable to both BUYER and BREEDER, are made. If shipment, or other form of transport, is required, BUYER assumes all expenses associated with the shipping, including but not limited to the expenses of veterinarian exams and health certifications, 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 to minimize stress or injury to the Puppy.

5. Breeder's Representations and Obligations

BREEDER agrees to the following:

- A. To provide, at BREEDER's expense, all veterinary care to date of delivery or shipment of the Puppy, including all vaccinations, tail docking, microchip, and CVB blood draw .
- B. To register the litter with FCPR at CFNA expense as soon as the microchip numbers are available under a finalized registered name.
- C. To register the Puppy in the BUYER's name in the ČFRB. The BREEDER will retain co-ownership in all registration organizations, except ČFRB, in order to avoid indiscriminate breeding.

6. CFNA's Representations and Obligations

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

The BUYER agrees to the following:

- A. In addition to payment of the purchase price and costs of shipment and insurance, BUYER agrees/ maybe/ declines (circle one) to be an active participant in the CFNA's controlled breeding program.
 - B. **Hunting Test Evaluations.** All puppies are required to participate in the following at the BUYER's expense:
 - 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.
 - C. **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 as well as periodic on-line health surveys.
 - D. **Genetic Database Involvement.** To fill out all questionnaires pertinent to the CFNA's DNA Project in association with CVB and to bring the dog to an event to have the dog measured as required for the CVB project at the CFNA Natural Ability and the Intermediate Hunting Dog Test. Breed designation for this study is Český Fousek.
 - E. **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.
 - F. **Breeding.** BUYER agrees not to neuter the Puppy before it is at least 24 months old. If the BUYER and CFNA both agree to enter the dog in the CFNA breeding program all qualifications for breeding must be fulfilled.
8. **Official Name.** The BREEDER has first choice to select an official name. The BREEDER has selected a kennel name and that name cannot be changed for any puppy. The format for names is as follows; The puppy name shall begin with the alphabetized letter of the Kennel Litter Designation. This letter is determined by the sequential order of litter birth within a given year. All puppies in a litter must have the same format of litter name (e.g. "A", "B", etc.) and kennel name. For example, they could be "A" of Kennel X or Kennel X's "A", etc. If the BREEDER allows BUYER to select a name then BUYER should provide BREEDER with the Puppy's official "A", "B", "C", etc. name. 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. CFNA can reject a name if it is too similar to another named puppy or does not conform to the club format.

9. Rehoming. If for any reason the puppy must be rehomed, even if later in life, the owner must first contact CFNA. CFNA will assist in finding an appropriate new home for the Puppy and the new owner must also sign a REHOME agreement.

10. Disclaimer

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

11. 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.

The parties entered into this Agreement on the date in the first paragraph.

BREEDER SIGN
BREEDER PRINT

BREEDER SIGN
BREEDER PRINT

BUYER SIGN
BUYER PRINT

BUYER SIGN
BUYER PRINT

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

Please Return Original to:
CFNA registrar: Laurie Connell 85 Rabbit Hill Rd, Winterport, ME 04496