

Cesky Fousek New Zealand, Incorporated

www.newzealand.ceskyfousek.org

Cesky Fousek Sale and Purchase Agreement

Cesky Fousek New Zealand

Cesky Fousek New Zealand (CFNZ) is an incorporated society of dedicated hunters that are committed to maintaining and improving Cesky Fousek as a premier versatile hunting dog in New Zealand.

In the Czech Republic (the country of origin for the breed), there has been a careful and controlled breeding program for over 90 years. The excellent hunting dogs that we currently enjoy are the result of the hard work of others in the past. If we want to have excellent hunting dogs in 20 or 40 years for ourselves or our children, we need to continue the work.

Many good examples of similar clubs for versatile hunting dogs exist overseas. In the Czech Republic for a Cesky Fousek to be qualified for breeding, the dog must qualify to a certain level in the full hunting utility test and also pass a conformation test. Similar rules and tests apply in other countries in Europe, especially Germany. In North America, a number of breed clubs have adopted the control of breeding and performance testing to improve their breeds and adapt them to local conditions, such as the Pudelpointer Club of North America, the Wirehaired Pointing Griffon Club of North America, and the Large Munsterlander Club of North America.

While many examples exist of controlled breeding programs and the excellent results gained from these programs, there will also be a number of challenges. One challenge in New Zealand will be to gain acceptance that dog owners must relinquish the decision to breed their dog for the greater benefit of the breed and future hunters. Other challenges within New Zealand are the geographic isolation and the strict biosecurity regulations mean that bringing in new genes is very expensive.

For a breed with such a small population, all (dog) individuals are important for the breeding program, and should be tested and considered as potential breeders. Similarly, with a small pool of owners, it is important that all owners contribute to the breed and the breeding program.

The important parts of such a breeding program are:

- Cooperation amongst owners and breeders,
- Control of which dogs are bred and centralized breeding decisions,
- Pooling of resources to bring in new blood into the country.

Breeding decisions will be made by the CFNZ Breeding Committee and will be based on a number of criteria, including hunting performance (e.g. pointing, tracking, retrieving, searching), as well as important traits (e.g. cooperation, desire to hunt, confidence, nose, etc.) and physical characteristics such as coat and conformation, together with the aim of reducing and eliminating hereditary genetic defects. Compatibility with other dogs to avoid excessive inbreeding and to avoid or enhance

characteristics by matching compatible dogs is also important.

To achieve these aims, owners of fousky must agree to obligations and restrictions, including:

- Not to breed their fousek, except as approved by the CFNZ Breeding Committee, either to other fousky or to other breeds of dogs,
- Once breeding is approved, progeny must be sold to CFNZ, which then sells them to new owners under a CFNZ contract. CFNZ will add a breeding levy on the price of the progeny to fund (or refund) the breeding program, including the importation of semen or dogs,
- To train and hunt their dogs so that their abilities can be assessed reliably,
- To take their dogs to at least one CFNZ approved test so that the dogs can be assessed for breeding.

Please note that for many owners, the only time required will be to train their dogs (which they would for hunting anyway) and one or two weekends to attend tests with the dog.

Of course, all owners can become CFNZ members and are encouraged to participate in club decision-making, but it is not required. Owners of dogs chosen for breeding should be prepared for time associated with breeding their dogs.

Owners would also expect to get considerable benefits from CFNZ, including:

- The knowledge that their dogs have come from a carefully controlled breeding program,
- Support for the training, breeding and placement of puppies and dogs,
- Access to good imported material for breeding,
- The knowledge that excellent hunting dogs will be available both to themselves and others in the future.

All fousky will be registered with the New Zealand Kennel Club (NZKC). Endorsements (restrictions) on the registration will be used to further the aims of CFNZ.

Purpose and intent of contract

The purpose of this contract is two-fold:

- To provide normal obligations for the benefits of the vendor, purchaser and dog,
- To maintain the control by CFNZ, of the breeding of the dog and all of its descendants.

It is not the intent of CFNZ to punish owners for mistakes, but CFNZ reserves the right to enforce this contract to maintain the breed and prevent breeders and owners from taking advantage of the hard work of others.

President
Cesky Fousek New Zealand.

Cesky Fousek New Zealand, Incorporated

www.newzealand.ceskyfousek.org

Cesky Fousek Sale and Purchase Agreement details

(Please fill in all fields in this section)

Name of Breeder:

Mailing Address:

Email:

Phone Number:

(Landline)

(Mobile)

Name of Owner:

Mailing Address:

Residential

Address:

Email:

Phone Number:

(Landline)

(Mobile)

Firearms License
number:

Name of Dog:

Ear tattoo:

Left

Right

Sex:

(mark one)

Dog *(male)*

Bitch *(female)*

Date of whelping:

(dd/mm/yyyy)

Dam *(mother)*:

Sire *(father)*:

Color:

Date of possession:

(dd/mm/yyyy)

Known defects at
date of possession:

Price *(incl. GST)*:

Base price

NZD

Breeding levy

NZD

Total

NZD

Cesky Fousek New Zealand, Incorporated

www.newzealand.ceskyfousek.org

1. Obligations and undertakings of the Purchaser

- 1.1 Not to breed this dog except for approved breedings as approved by the Breeding Committee of CFNZ. This restriction applies to all breedings, both to other fousky and other breeds of dogs.
- 1.2 In the case of accidental and unapproved breedings, the CFNZ Breeding Committee must be informed and either the bitch must be aborted by 28 days of gestation, or the puppies must be humanely euthanized at birth or neutered by 6 months of age in accordance with CFNZ policy. CFNZ acknowledges this might not be possible in cases where the Purchaser has a male fousek which impregnates a female that is not owned by the Purchaser.
- 1.3 Not to sell the dog or its progeny, except to CFNZ. If the purchaser no longer wants the dog, then they must offer it for sale back to CFNZ at the above purchase price, less any refunds that have been provided by the vendor since the time of purchase.
- 1.4 Not to neuter or sterilize the dog without the consent of the Breeding Committee of CFNZ.
- 1.5 In the case of male dogs, to make the dog available for breeding, for a stud fee no more than NZD 600.
- 1.6 In the case of female dogs, to sell all progeny surviving to eight weeks to CFNZ for NZD 600 each.
- 1.7 If the dog is approved to breed, to follow the CFNZ policies, standards and procedures for breeding, rearing, and subsequent placement.
- 1.8 To provide a high standard of care, veterinary treatment and social contact for the dog.
- 1.9 To provide full training for this dog to fulfill its hunting potential and abundant hunting opportunities for the dog.
- 1.10 Within two years of the date of possession to participate the dog in the Natural Ability Test (NAT) or the Intermediate Test (IT) of the NZVHDTA (or other test approved by CFNZ) if a test has been held within 600km of the owner's *residential address*.
- 1.11 The purchaser agrees to specific endorsements on the NZKC registration and that these endorsements will not be removed without the approval of CFNZ.
- 1.12 It is the responsibility of the purchaser to undertake any registration with a local authority required under the Dog Control Act.
- 1.13 The purchaser undertakes to make all payments due under this agreement and to be liable for cost of collection of unpaid amounts.

The agreed penalty for each breach of clauses 1.1 through 1.6 inclusive is NZD 10,000 and for the breach of clause 1.10 is NZD 400.

2. Obligations and undertakings of CFNZ

- 2.1 CFNZ undertakes that the dog is their unconditional property. Upon purchase, ownership of the dog will transfer to the purchaser.
- 2.2 The registry and pedigree of this dog is as represented, to knowledge of the CFNZ.
- 2.3 That the dog is healthy and fit for the purposes of hunting, with any known defects noted in this sale and purchase agreement.
- 2.4 CFNZ agrees to work with the purchaser and breeder to determine the appropriate amount of refund for any defects in the dog.
- 2.5 CFNZ will make decisions on breeding and other matters in a timely manner.
- 2.6 The NZKC breeding endorsement will be removed when CFNZ certifies the above dog as an *Approved Breeder*. Note that the dog can still only be bred according to *Approved Breedings*.
- 2.7 Other NZKC endorsements will be removed at the discretion of the Club.

3. Other undertakings

- 3.1 The parties to this agreement acknowledge that this is a civil contract under New Zealand Law and all laws pertaining to civil contracts apply including, but not limited to, the Consumer Guarantees Act, the Fair Trading Act and contract law. Any breach of this contract may give rise to civil remedies.

4. NZKC endorsements

These endorsements are used on all fousky registrations with NZKC. The main purpose of these endorsements is to assist in the aims of CFNZ. Below is a list the endorsements and the reasons for using them.

- 4.1 *Not to be bred from* - the purpose of this endorsement is to prevent the dog from being bred without the permission of CFNZ. As noted above, the breeding endorsement will be removed when CFNZ certifies the dog as an *Approved Breeder*.
- 4.2 *Not to be shown* - showing provides no benefit for hunting dogs, and breeding for show rather than hunting performance has harmed or ruined hunting breeds. Fousky in New Zealand are sold only to hunters and no showing is currently allowed.
- 4.3 *Not eligible for issue of Export Certificate* - we have a small population of fousky in New Zealand, and all are required for our breeding program. Exceptions to this endorsement might be granted at the sole discretion of the CFNZ breeding committee.

Cesky Fousek New Zealand, Incorporated

www.newzealand.ceskyfousek.org

5. Definitions

- 5.1 In this contract reference to a dog includes a bitch.
 - 5.2 Fousky is the plural form of fousek.
 - 5.3 Approved Breeder is a fousek approved for breeding by the CFNZ Breeding Committee.
 - 5.4 Approved Breeding is a breeding of a particular male and female fousek approved by the CFNZ Breeding Committee.
-

President (or delegated authority of CFNZ)

Name:

Signature:

Date
(dd/mm/yyyy):

Purchaser

Name:

Signature:

Date
(dd/mm/yyyy):
