



# Foster agreement for bitch

Approved by the Board of the Finnish Kennel Club (Suomen Kennelliitto – Finska Kennelklubben ry) on 15th January 2021.

**Fosterer agreement** With a fosterer agreement, the Transferor (Owner) gives the possession (right of possession) of the subject of agreement (dog) to the Fosterer (Possessor) in accordance with the terms of this agreement, and the right of ownership remains with the Transferor over the full duration of the agreement.

**Right of possession** The dog lives with the Possessor who is responsible for the dog's everyday life, but who cannot sell or transfer the dog nor use it for breeding.

**Purpose of agreement** A Transferor enters into a fosterer agreement in order to breed from the bitch if it turns out to be suitable for breeding.

A Fosterer enters into a fosterer agreement in order to enable competent breeding from the bitch and to contribute to preserving the gene pool of the breed as large as possible.

## Subject of agreement

Breed	Colour
Name of the dog	Date of birth
Identification	Registration number, or the seller has filed for litter registration on (date) _____ . _____ . 20_____
Veterinary certificate issued	<input type="checkbox"/> Yes <input type="checkbox"/> No
Sire	Registration number
Dam	Registration number

**Intended purpose:** A dog that, at the time of delivery, is healthy and represents its breed.

## Parties

### Owner(s)/Transferor(s)

### Possessor(s)/Fosterer(s)

Name	Name
<input type="checkbox"/> Identity verified	<input type="checkbox"/> Identity verified
Address	Address
Postal code and office	Postal code and office
E-mail	Telephone
E-mail	Telephone
Name	Name
<input type="checkbox"/> Identity verified	<input type="checkbox"/> Identity verified
Address	Address
Postal code and office	Postal code and office
E-mail	Telephone
E-mail	Telephone
Name	Name
<input type="checkbox"/> Identity verified	<input type="checkbox"/> Identity verified
Address	Address
Postal code and office	Postal code and office
E-mail	Telephone
E-mail	Telephone

## Purchase price and security deposit

The purchase price for the dog is EUR \_\_\_\_\_

A security deposit is a compensation paid for the dog at the time of delivery. The security deposit is no more than half of the dog's purchase price. The parties agree that

- a)  The Fosterer does not pay a security deposit for the dog.  
b)  The Fosterer pays EUR \_\_\_\_\_ as a security deposit for the dog.

The Transferor refunds the full amount of the security deposit once he/she has, in accordance with this agreement, used the dog for breeding for the first time. Transfer of ownership to the Fosterer has been defined later in this agreement.

The full amount is refunded no later than three months after the birth of the first litter.

If the Transferor does not breed from the dog before the expiration of this agreement, he/she keeps the security deposit.

## Breeding rights, breeding use

### Rights and obligations of the Fosterer

– informs the Transferor that the bitch is on heat no later than on the second day of the heat

– does not have the right to breed from the dog during the term of agreement

Accidental litter: a litter that is not based on the Transferor's exercise of breeding rights.

An accidental litter of the Fosterer (conceived outside the scope of this agreement) does not reduce the Transferor's rights to exercise his/her breeding rights under this agreement.

Liable for an accidental litter is the contracting party who has been in possession of the dog at the time when the accidental litter was conceived.

### Rights and obligations of the Transferor

Breeding rights refer to the Transferor's right to breed one litter from the bitch in accordance with the terms of this agreement.

In order to be used for breeding, the dog must have health results as well as show, trial and/or competition results required of the breed as well as a suitable temperament.

A single puppy that reaches the age of seven weeks is considered a litter.

If none of the puppies live to reach the age of seven weeks, the seller may use the bitch for breeding one more time during the term of agreement.

The breeding rights expire once the bitch reaches five years of age, whether the Transferor has exercised his/her breeding rights or not.

An accidental litter of the Transferor (conceived outside the scope of this agreement) is considered as exercise of breeding rights under this agreement. Liable for an accidental litter is the contracting party who has been in possession of the dog at the time when the accidental litter was conceived.

Primarily, the bitch gives birth at the Transferor's.

During the term of the agreement, the Transferor can keep the possession of the bitch for two weeks in total for health examinations related to breeding. For mating, the Transferor can keep the possession of the bitch for no more than two weeks per mating. For whelping, the Transferor can take in the bitch two weeks before the expected date of whelping. If the bitch whelps at the Transferor's, the Transferor can give the bitch back to the Fosterer once the litter has reached the age of seven weeks at the earliest.

If the parties however agree that the bitch whelps at the Fosterer's, the Transferor may collect the litter once it has reached the age of seven weeks at the earliest. The age limit of seven weeks is not binding in the event that the bitch is relocated to the Transferor's together with the puppies. The Transferor shall collect the litter once it has reached the age of eight weeks at the latest, unless a separate, written agreement about a later time of collection is made.

### Costs for breeding and care of the litter

The Transferor is liable for transportation arrangements for the bitch and costs thereof.

The Transferor is liable for costs for the breeding use of the bitch:

- health examinations required in the breed's breed-specific breeding programme
- other breeding-related examinations requested by the Transferor
- mating or insemination, examinations related to becoming pregnant and observation of pregnancy
- supplementary feeding of the bitch during pregnancy and nursing, as decided by the Transferor
- shows, trials, and competitions chosen by the Transferor as well as entry fees, grooming fees, and other similar fees of the dog related to these events

Costs refer to, in all items mentioned above, all costs including necessary travelling, accommodation, and transportation costs. Loss of income, daily allowance, or similar is not subject to compensation without a separate agreement.

The Fosterer is responsible for costs incurred for the customary care of the bitch, such as

- feeding in accordance with instructions provided by the Transferor
- vaccinations in accordance with the vaccination programme
- health care and treatment of diseases where these are not included in the Transferor's liabilities or related to breeding

If the parties however agree that the bitch whelps at the Fosterer's, the Fosterer is entitled to compensation from the Transferor for the following costs incurred for caring for the litter:

- necessary veterinary costs incurred from whelping
- decided by the Transferor:
- veterinary and medication costs that are necessary and essential for the well-being of puppies
- feeding of puppies
- anti-parasitic treatment
- veterinary inspection of the litter and identification marking of the puppies
- transportations of the litter

A separate agreement regarding other than necessary feeding and medication shall be made beforehand.

## Show, trial, and competition rights

Parties shall agree on show, trial, and competition rights in writing. Unless the parties agree otherwise, the Transferor is entitled to take the dog to no more than six (6) Fri–Mon show, trial, or competition events, however, for no more than 24 (twenty-four) days per year.

In other respects, the Fosterer's show, trial, and competition rights have not been restricted. In conflict situations, the Transferor's rights have priority to the above-mentioned extent.

Exercise of rights is subject to mutual agreement made in writing no later than 30 days before the planned event, for instance by email or text message.

### Liability for damages

If the dog dies or is injured and it is caused by intent or negligence of either party, the other party is entitled to compensation.

Take out insurance on the dog is recommended.

Insurance has  has not been taken out on the dog

veterinary care insurance

life insurance

liability insurance

The policyholder is  the Fosterer  the Transferor.

Parties have agreed on the beneficiary and informed this to the insurance company.

## Obligation to disclose information

The Transferor confirms to have informed the Fosterer about the judicial and practical meaning of a Fosterer agreement as well as about all known typical characteristics of the dog and of the breed, hereditary defects and diseases that occur in the breed as well as the significance of these factors. ANNEX 1

### Instructions

The Transferor confirms to have given the Fosterer breed-specific instructions for care and feeding. ANNEX 2

### Fosterer's obligations

The Fosterer has acquainted himself/herself with the breed and established its suitability for his/her intended purpose as well as understands the judicial and practical function of a Fosterer agreement. The Fosterer has diligently acquainted himself/herself with the information about the dog and the breed provided by the Transferor.

### Delivery of the dog

The dog is delivered to the Fosterer upon signature of this agreement, unless a separate, written agreement stating otherwise is made.

### Termination of the agreement

The agreement terminates once the Transferor has exercised his/her breeding rights or no later than once the bitch reaches five years of age.

The ownership of the bitch is transferred to the Fosterer upon termination of the agreement.

A written notification by the Transferor, stating that the Transferor will not exercise his/her breeding rights, terminates the agreement.

Neither party can take the dog from the other without consensus and a written agreement.

If either party finds that the terms of agreement have been breached, the parties ought to seek settlement in the matter, preferably in writing. A party's biased interpretation of a breach of agreement does not terminate the agreement but entitles to enter a claim about cancellation of agreement.

The parties can, by voluntary agreements, agree on cancellation of agreement whenever they wish to do so and, simultaneously, agree on the procedure regarding the security deposit and compensation of other expenses.

Parties can insist on cancellation of agreement if either party significantly violates the terms of this agreement.

Where there is doubt about endangering the welfare of the dog on grounds related to animal welfare, the contracting party is obliged to report the matter to a supervising veterinarian.

Parties are bound by the agreement until the terms of the agreement have been met. The Fosterer has no right to redeem the dog during the term of agreement, unless the parties unanimously agree to this in writing.

During the term of agreement, the Fosterer is however entitled to return the dog and the Transferor is obliged to take the dog back, in which case the Transferor keeps the security deposit.

The Transferor cannot, during the term of the agreement, transfer the breeding rights to the subject of the agreement to a third party. The Fosterer cannot, during the term of the agreement, transfer the possession of the subject of agreement to a third party, except for short-term care for instance during a holiday.

The Transferor has the right to keep the possession of the dog's registration certificate until ownership has fully transferred to the Fosterer. The Fosterer has the right to receive a copy of the registration certificate.

### Settlement of disputes

Disputes regarding this agreement ought to be resolved through negotiations between the parties.

If no settlement is reached, the parties can contact the Consumer Advisory Service. The consumer party can then refer the dispute to the Consumer Disputes Board ([www.kuluttajariita.fi](http://www.kuluttajariita.fi)) in order to receive a recommended decision. A final decision to the dispute is obtained by bringing an action before the district court ([www.oikeus.fi](http://www.oikeus.fi))

## Signatures

### By signing this agreement, the Transferor and the Fosterer declare the following:

- the Transferor is entitled to transfer the right of possession of the dog
- the information provided by the Transferor and the Fosterer in this agreement and its annexes are truthful
- the Transferor and the Fosterer have examined this agreement and its annexes together
- the Transferor and the Fosterer have verified the identity of each other

Place	Date
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Owner(s)/Transferor(s)	Possessor(s)/Fosterer(s)
Signature	Signature
Name in block letters	Name in block letters
Signature	Signature
Name in block letters	Name in block letters
Signature	Signature
Name in block letters	Name in block letters

### The position of the Finnish Kennel Club (Suomen Kennelliitto – Finska Kennelklubben ry) and its guidelines that oblige the Transferor

This agreement form has been drawn up by the Finnish Kennel Club to be used when entering into a fosterer agreement for a bitch.

A Transferor, who has signed the Finnish Kennel Club's Breeder's Commitment Declaration or is otherwise obliged to comply with the Finnish Kennel Club's rules and guidelines adopted on the basis thereof,

1. undertakes to make a written agreement
2. can deliver a dog that is at least seven (7) weeks of age
3. has filed a litter registration application and registers the dog
4. sends the registration certificate to the Fosterer no more than two (2) months after the ownership has transferred to the Fosterer. Furthermore, the Transferor guides the Fosterer to transfer the dog into the Fosterer's name in accordance with the Finnish Kennel Club's Dog Registry Guideline.

#### The Finnish Kennel Club's registration certificate

A registration certificate is given to the buyer and proves that the dog purchased is registered to the Finnish Kennel Club's dog registry.

If the Transferor does not send the registration certificate within six (6) months after transfer of ownership, the Transferor pays the Fosterer 50 % of the purchase price under this agreement.

### Recommendations for parties issued by the Finnish Kennel Club (Suomen Kennelliitto – Finska Kennelklubben ry)

#### Security deposit

50 % of the full purchase price can be considered as a reasonable security deposit.

#### Terms of payment and instalment payment

The security deposit can be paid in instalments and receipted by signatures. The Transferor and the Fosterer can also agree that the security deposit or a part of it is paid in instalments after the dog's delivery.

#### Defect

If an illness or some other defect, which has been latent already at the time of delivery, manifests in the dog after delivery, the Fosterer may be entitled to price reduction and possible compensation for damage caused by the defect.

The Fosterer shall inform the Transferor about the defect as soon as possible. The Transferor has the right to rectify/have the defect rectified (examine/have the defect treated) at his/her own expense. A Fosterer invoking a defect shall contact the Transferor before taking measures and shall reliably prove the existence of the defect.

The parties ought to reach settlement in the matter with the outcome that the Transferor's liability for damages equals no more than the amount of security deposit paid by the Fosterer.

#### Compensation for damage

Any compensation for damage is subject to Kuluttajansuojalaki 38/1978 (Consumer Protection Act) and the parties are not entitled to compensation for instance for resentment.

Annexes \_\_\_\_\_

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