



Agreement on transfer of breeding rights

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

By this agreement, the parties agree on one-off breeding use and the agreement is valid for no more than one year at a time.

Parties agree on compensation as follows:

The terms of this agreement shall be followed unless the parties agree otherwise in writing.

Subject of the agreement

Breed	Colour	Sex <input type="checkbox"/> Male <input type="checkbox"/> Female
Name of the dog	Registration number	
Identification	<input type="checkbox"/> Microchip <input type="checkbox"/> Tattoo	

Parties

Assignor(s)

Assignee(s) of breeding rights

Name*	Name*		
Address	Address		
Postal code and office	Postal code and office		
E-mail	Telephone	E-mail	Telephone
Name*	Name*		
Address	Address		
Postal code and office	Postal code and office		
E-mail	Telephone	E-mail	Telephone
Name*	Name*		
Address	Address		
Postal code and office	Postal code and office		
E-mail	Telephone	E-mail	Telephone

*The buyer and the seller must know with whom they are doing business with. Confirm the identity from a photo identification card. By investigating the contracting party, the dog's best interests are ensured – the dog is from a trustworthy breeder and delivered to a trustworthy home. The General Data Protection Regulation (EU GDPR) / Tietosuojalaki 1050/2018 (Data Protection Act) shall be observed when processing and saving personal data. For instance, collection of personal identity codes should be avoided unless there are specific grounds to do so. Also pay attention to how personal data is stored and destroyed.

Conditions

Breeding rights refer to the right to breed one litter from the dog in accordance with the terms of this agreement.

The Owner of the dog informs the Assignee of breeding rights that the bitch is in heat no later than on the second day of the heat.

The Owner of the dog is not allowed to use the dog for breeding during the term of this agreement.

Accidental litter: a litter that is not based on exercise of breeding rights under this agreement.

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

An accidental litter conceived while the dog has been in possession of the Assignee of breeding rights is considered as exercise of breeding rights under this agreement.

An accidental litter conceived when the dog has been in possession of the Assignor of breeding rights (Owner) extends the term of this agreement by one year from the original date of termination.

A single puppy that reaches the age of seven weeks is considered a litter. Primarily, a bitch gives birth at the Assignee's.

For mating, the Assignee of breeding rights can keep the possession of the bitch for no more than two weeks per mating. If the bitch whelps at the Assignee's, the Assignee of breeding rights can give the bitch back to its Owner once the litter has reached the age of seven weeks at the earliest.

If the parties however agree that the bitch whelps at the dog's Owner's, the Assignee may collect the litter once it has reached the age of seven weeks at the earliest. The Assignee of breeding rights 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 Assignee of breeding rights is liable for transportation arrangements for the dog and costs thereof.

The Assignee of breeding rights is responsible for costs regarding breeding use of the dog:

- other examinations related to breeding
- mating or insemination, examinations related to becoming pregnant and observation of pregnancy
- supplementary feeding of the bitch during pregnancy and nursing

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.

If the parties however agree that the dog whelps at its Owner's, the Owner is entitled to compensation from the Assignee of breeding rights for the following costs incurred for caring for the litter:

- necessary veterinary costs incurred from whelping
- as decided by the Assignee of breeding rights:
 - 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.

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.

Taking 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 Assignee the Assignor.

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

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 entitle to termination of agreement but to enter a claim about cancellation.

Parties can agree on cancellation of agreement:

- by voluntary agreements whenever they wish to do so and, simultaneously, agree on procedure regarding the security deposit and compensation of other expenses.
- if the Assignee or the Assignor significantly violate 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.

Settlement of disputes

Disputes regarding this agreement should 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) 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)

By signing this agreement, the Owner of the dog and the Assignee of breeding rights declare the following:

- the Owner of the dog is entitled to transfer breeding rights of the subject of agreement
- the information provided by the contracting parties in this agreement and its annexes are truthful
- contracting parties have examined this agreement and its annexes together
- contracting parties have verified the identity of each another

Compensation

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

Signatures

Place	Date
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The Assignee of breeding rights cannot transfer this agreement without a separate, written agreement with the Assignor.

Assignor(s)

Assignor(s)	Assignee(s) of breeding rights
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