



**SVENSKA
KENNELKLUBBEN**
HUNDÄGARNAS RIKSORGANISATION

FOSTERER AGREEMENT FOR DOG

The following agreement has been concluded between the transferor and fosterer below.

This agreement means that the fosterer may *not* use the dog for breeding before the transferor has exercised his or her breeding rights.

DOG			
Breed		Date of birth:	Gender ☐ Male ☐ Bitch
Name		Registration number	
Sire		Registration number	
Dame		Registration number	
Vaccinated ☐ No ☐ Yes, certificate of vaccination is attached		Inspected by a veterinarian on (date)	The attached examination certificate must have been issued less than seven days prior to signing. The fosterer certifies that he/she has read the attached examination certificate. Signature of fosterer:
ID-marking ☐ Chip ☐ Tattoo	ID number		
TRANSFEROR (May be more than one person.)			
First name and surname	Corp./pers. ID number	Telephone number	E-mail
Address	Postal code	City	
FOSTERER			
First name and surname	Corp./pers. ID number	Telephone number	E-mail
Address	Postal code	City	
TERMS AND CONDITIONS (Amendments in the agreement text may constitute a breach of SKK's code of ethics.)			
The dog is transferred, with retained ownership and breeding rights as well as retained rights for ☐ show ☐ competition/working trial			
BITCH: The transferor retains the right to no more than puppy litters (two maximum) with at least one living puppy achieving five weeks of age per litter. The transferor handles breeding, whelping, and rearing and is also responsible for veterinary costs and other related costs. Costs for other care are payable by the fosterer. The ownership rights and other rights are transferred to the fosterer when the above conditions have been met, however, no later than 5 years after the conclusion of this agreement or once the bitch reaches 7 years of age.		MALE: The transferor retains the right to no more than puppy litters (six maximum) with at least one living puppy achieving five weeks of age per litter. The transferor is responsible for all costs pertaining to the use of its rights in accordance with the above. Costs for other care are payable by the fosterer. The ownership rights and other rights are transferred to the fosterer when the above conditions have been met, however, no later than 5 years after the conclusion of this agreement or once the male reaches 7 years of age.	
There is a special dispensation for the breed Cavalier King Charles Spaniel, in this case, the fosterer agreement applies until the dog turns 7, regardless of when the bitch/male was transferred to the fosterer, i.e. the agreement period may exceed 5 years.			
INSURANCE			
Life insurance and veterinary care insurance is taken out and paid by: ☐ the transferor ☐ the fosterer			
Insurance company			Life insurance amount
SIGNATURES			
The terms and conditions stated overleaf, which both parties have read and understood, shall apply. Both the transferor and the fosterer declare themselves content with this agreement, of which each party received one copy.			
Place and date		Place and date	
Signature transferor		Signature fosterer	



FOSTERER AGREEMENT FOR DOG

Rights and responsibilities

FOR MALES

1. The transferor undertakes not to transfer its rights in accordance with this agreement to anyone other than the fosterer. The transferor's breeding rights includes mating of both its own and others' bitches.
2. The transferor may utilise the male in connection with mating for as long as is necessary to get a bitch mated. If this time exceeds 4 days, the transferor shall inform the fosterer.
3. The transferor shall reasonably in advance, however no later than 7 days in advance, inform the fosterer when the transferor wishes to use the male for mating.
4. The fosterer must keep the dog available for the transferor when the transferor wishes to use the male for mating in accordance with the above, and – if the agreement also contains such rights – for show and/or competition/trial. The transferor is entitled to utilise the dog for no more than 2 days prior to an show/competition/working trial and no more than 2 days afterwards. All costs pertaining to an show/competition/working trial shall be paid by the transferor.

FOR BITCHES

1. The transferor undertakes not to transfer its rights in accordance with this agreement to anyone other than the fosterer.
2. The transferor shall have the bitch at its disposal for no more than 3 weeks, for mating, and for no more than 3 weeks before and up to 10 weeks after whelping. Transportation of a pregnant bitch further than 50 kilometres is not permitted, other than to visit a veterinarian, within 2 weeks prior to estimated whelping in accordance with the applicable legislation.
3. The transferor shall inform the fosterer well in advance before mating the bitch.
4. The fosterer must keep the bitch available to the transferor when the transferor wishes to use the bitch for mating and whelping in accordance with the above, and – if the agreement also contains such rights – for show and/or competition/working trial. The transferor is entitled to utilise the dog for no more than 2 days prior to a show /competition/working trial and no more than 2 days afterwards. All costs pertaining to a show/competition/working trial shall be paid by the transferor.
5. The fosterer must immediately inform the transferor at the start of every period when the bitch is in heat.

FOR BOTH MALES AND BITCHES

6. The transferor and fosterer undertake to adhere to SKK's code of ethics.
7. The transferor undertakes to leave the dog in the fosterer's care during the period of validity of this agreement with the exception of points 2, 4, and 10.
8. The fosterer undertakes to, free of charge, care for the dog on behalf of the transferor during the time up until the final transfer of ownership rights in accordance with this agreement.
9. The fosterer must care for the dog in such a manner that the transferor may utilise its rights in accordance with this agreement.
10. The transferor shall also have the dog at its disposal during the time it takes to perform necessary health examinations.
11. If the fosterer changes his or her place of residence, and this entails more expensive transportation costs, the fosterer shall be liable for the increased transportation costs. The transferor decides whether the dog is to be left and collected at the former address or whether the transferor is to be reimbursed for the increased transportation costs.
12. The dog shall be covered by a life insurance policy and a veterinary care insurance policy. In the event of a life insurance payout, the life insurance com-

pensation shall be apportioned in accordance with the number of contractual years and the number of years the fosterer has been in possession of the dog.

In the cases where the bitch has had a puppy litter, the fosterer shall obtain at least 50 % of the insurance compensation.

13. If the fosterer cannot keep the dog, the transferor must take the dog back. None of the parties shall compensate the other party in this event. Withdrawal shall take place within 2 weeks of the fosterer notifying the transferor that he or she no longer wishes to keep the dog, provided that the dog has been cared for in accordance with paragraph 8 of this agreement.
14. If the transferor wishes to take the dog back and the parties agree on this, the transferor shall pay compensation for the dog. The life insurance amount shall be apportioned in relation to the number of contractual years and the number of years the fosterer has been in possession of the dog.

If the transferor does not intend to use the dog for breeding purposes, the transferor may unilaterally transfer the dog, including all rights, before the agreed date. Notice of this must be given in writing, and it would be preferable if this was confirmed by both parties signatures at the bottom of this agreement.

15. The transferor is entitled to revoke the agreement and recover the dog without compensation, if it can be proven in a general court that the actions of the fosterer have contravened this agreement.

Examples of a breach of this agreement that **may** result in its rescission include the fosterer allowing the male to mate with a bitch without the transferor's consent, or the mating of a bitch transferred under this agreement while with the fosterer without the transferor's consent.

Other examples of a breach of this agreement that **may** result in its rescission include the fosterer not giving the transferor access to the dog for mating (and whelping) under paragraph 2, or for veterinary examination under paragraph 10, or for a show, competition, or working trial if such entitlements exist under paragraph 4. Failure to notify the transferor when the bitch is in heat under paragraph 5 **may** also result in the rescission of the agreement.

An example of a breach of this agreement that **may** result in its rescission as decided in a general court of law, and which is in favour of the fosterer, thus enabling him or her to take full ownership of the dog without paying compensation, is that the transferor does not return the dog in accordance with paragraphs 2, 4, or 10 of this agreement. In such an event, the fosterer cannot be held liable for damages to the transferor under paragraph 16 of this agreement.

16. If the fosterer or his or her estate prevents the transferor from utilising his or her rights under this agreement, the fosterer or his or her estate will be liable to pay damages to the transferor under Chapter 5, § 7 of the Swedish Tort Liability Act (1972:207). The damages include compensation for the value of the dog, compensation for costs incurred and compensation for lost revenue.
17. Both parties must take out liability insurance (home or business insurance). The party the dog is staying with is responsible for the dog during the time the dog is in the care of that party.
18. The agreement may not be transferred through purchase, gift, or bequest. The agreement cannot be considered an object in a division of an estate. If the transferor dies, the agreement will mature in its entirety and cannot be made valid by the owners of the deceased's rights. The ownership rights of the dog will then be transferred to the fosterer.
19. If the fosterer dies and the transferor and the inheritors agree that the agreement shall continue to apply, an annex shall be drafted stating who the new fosterer is, who is therefore responsible for caring for the dog and keeping it available for the transferor to utilise his or her rights thereto.

WITHDRAWAL TRANSFER

Date	Any life insurance amount paid
Signature transferor	Signature fosterer



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Sire		Registration number	
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