

M.K.C. Secretary



Date

MALTA KENNEL CLUB <u>TRANSFER OF BREEDING RIGHTS</u> <u>LEASE AGREEMENT</u>

We the undersigned agree to lease the said DOG / BITCH for Breeding Purposes. We understand and agree to abide by the FCI Breeding Rules as shown overleaf. We also state that the information supplied is correct to the best of our knowledge.

DETAILS OF OWNER/DOG/BITCH Name of DOG / BITCH to be leased.... Date of Birth Microchip/Tattoo. Name of present owner/s.... Address I.D. Card No...... Contact No..... Registered Kennel Name of Owner/s.... **BREEDING RIGHTS TRANSFERRED TO:-**Name of Leasee.... Address I.D. Card No...... Contact No...... Registered Kennel Name of Leasee/s.... Signature of present owner/s Signature of leasee/s Date of submission This transfer of breeding rights has been APPROVED / WITHELD by the Malta Kennel Club.

EXTRACTS FROM FCI BREEDING RULES

The Bitch remains Barren

After a mating has been correctly performed, the stud dog is considered to have fulfilled its duty and the stud dog owner is therefore entitled to the agreed stud fee. This does not necessarily imply that the bitch will be pregnant. If the bitch remains barren, it is up to the stud dog owner either to offer a free stud service at the next oestrus cycle or to refund a percentage of the stud fee. Such an agreement must be made in writing and included in the breeding contract before the mating takes place.

The time limit for a free mating expires at the death or transfer of ownership of the stud dog or at the death of the bitch.

In case it can be proved (by sperm analysis) that the stud dog was infertile at the time of the mating, the owner of the bitch has to be reimbursed the stud fee.

Artificial Insemination

Artificial insemination is not to be used on animals which have not reproduced naturally before. Exceptions (either the male or the female has not yet reproduced naturally) can be made by the national kennel club in certain cases. In the event the bitch is to be artificially inseminated, the veterinary surgeon collecting the stud dog's sperm must provide a written certificate to the organization which keeps the stud boo with which the litter is to be registered stating that the fresh or frozen sperm was indeed produced by the agreed stud dog. In addition, the stud dog agent has to give, free of charge, the documents listed at Art. 8 (a-g), to the owner of the bitch.

The costs for collecting the sperm and performing the insemination are charged to the owner of the bitch. The veterinary surgeon performing the insemination has to confirm to the organization which keeps the stud book that the bitch has been artificially inseminated with the sperm of the stud dog originally foreseen. This certificate should also include the place and date of the insemination, the name and studbook registration number of the bitch and the name and address of the owner of the bitch.

The owner of the stud dog from which the semen was taken must provide a signed stud service certificate to the owner of the bitch, in addition to the veterinary surgeon's certificate

Transfer of Breeding Rights - Lease Agreement

As a rule, the owner of the bitch at the time of the mating is considered to be the breeder of the litter.

The right to use the bitch or the stud dog for breeding may be transferred to a third party by contract.

It is compulsory that such a transfer of breeding rights/leasing agreement be executed in writing before the breeding takes place.

The written agreement transferring the breeding rights must be recorded in due time with the appropriate organization which keeps the stud book and, if required, with the breed club.

The lease agreement must be enclosed with the application to register the litter. It must clearly outline the rights and obligations of the two contracting parties.

The leasee of the bitch is considered to be its owner, as understood by these rules, from the date of the whelping until the litter is weaned.