

Brush Dale Kennel

Puppy Sales Agreement

SELLER: Michelle Wilbers, Brush Dale Kennel, 17374 Hwy 62, Maquoketa, IA 52060, (563) 672-3291

BUYER:

Buyer Address:

Buyer Phone:

Buyer E-Mail:

Seller agrees to sell Buyer a (sex), (color) Small Munsterlander puppy from the (litter) Litter whelped on (birthdate), nicknamed (nick), with microchip ID#(number) out of:

Sire Registered Name:	Dam Registered Name:
Sire NAVHDA Registration #:	Dam NAVHDA Registration #:

for the sum of \$(purchase price) upon the following terms and conditions:

1) Buyer promises to provide Puppy with a life-long commitment, comfortable and safe living environment, prompt medical attention when necessary, proper grooming and responsible care. This includes keeping Puppy parasite free and up-to-date with vaccinations. Buyer will ensure the puppy gets proper nutrition and hydration, which consists of a high quality, professional feed given at regular intervals with fresh water available at all times.

Buyer promises never to allow Puppy to roam unsupervised freely without proper fencing or supervision. Seller has micro-chipped Puppy in order to facilitate Puppy's return if lost or stolen, which Buyer agrees to register with the national database at <https://buddyid.com/register>.

Buyer promises to give Puppy adequate off-lead exercise for Puppy's optimal health and happiness. If/when Puppy is not being hunted on a regular basis, Buyer agrees to have Puppy regularly participate in activities that utilize Puppy's natural instincts, talents and abilities, such as hunt testing, tracking, obedience, retrieving and/or agility through NAVHDA, VHDF and/or AKC.

2) Seller guarantees Puppy to be of sound health at the time of sale. Puppy's health record has been given to Buyer. Buyer agrees to take Puppy to a licensed veterinarian of Buyer's choice within five (5) business days of the puppy arriving at Puppy's new home for a physical examination. Should Puppy be determined to be in ill health, Buyer may provide Seller with a copy of the veterinarian's invoice for services rendered and Seller will reimburse Buyer up to \$250 for the cost of medications and/or procedures given and/or performed by said veterinarian to return Puppy to sound health. Alternatively, in Buyer's sole discretion and at Buyer's expense, Puppy may, upon written diagnosis from said veterinarian showing Puppy has a chronic health condition, be returned to Seller for a full refund of the purchase price.

If, prior to one year of age, Puppy is diagnosed by a licensed veterinarian with a chronic genetic illness, disorder, or defect that will prohibit Puppy from hunting now or in the future; significantly limit the amount of time per day Puppy can hunt from what would be considered normal; severely diminish Puppy's quality and enjoyment of life so as to necessitate euthanasia; and/or cause Puppy's premature death, Seller will, upon receiving the written diagnosis from said veterinarian, refund Buyer in full for the purchase price, or replace Puppy with a puppy of the same sex from an upcoming Brush Dale litter, in Buyer's sole discretion.

If, between one year of age and three years of age, Puppy is diagnosed by a licensed veterinarian with a chronic genetic illness, disorder, or defect that will prohibit Puppy from hunting now or in the future; significantly limit the amount of time per day Puppy can hunt from what would be considered normal; severely diminish Puppy's quality and enjoyment of life so as to necessitate euthanasia; and/or cause Puppy's premature death, Seller will, upon receiving the written diagnosis from said veterinarian, replace Puppy with a puppy of the same sex from an upcoming Brush Dale litter.

The health guarantee set forth in this section is not transferable.

3) Buyer agrees not to spay/neuter Puppy until Puppy's growth plates have closed, generally between the age of 12 and 14 months. If Buyer desires to spay/neuter Puppy prior to age 12 months, Buyer must provide Seller with a written statement from a licensed veterinarian stating that he/she has examined Puppy and Puppy's growth plates have closed. A breach of this provision will automatically negate Seller's health guarantee in section 2 above.

4) If, prior to Puppy reaching the age of 3 years, Buyer can no longer retain possession of Puppy, the following provisions of this section shall apply: Seller shall be notified and given the option of resuming full ownership of Puppy in order for Seller to locate Puppy a new home. Should Seller resume ownership, Puppy will be returned to Seller at Buyer's expense with all registration papers and health/vaccination records. Refunds, if any, will be at the sole discretion of Seller.

Under no circumstances may Puppy be sold, transferred, leased, traded, or given away to a puppy mill, pet shop, research laboratory, animal shelter, or rescue.

5) Buyer agrees to contact Seller if any questions or concerns arise about Puppy. Seller will provide recommendations regarding Puppy's housing, diet, health, dental, temperament and/or training. Buyer agrees to keep Seller informed of any related problems as they occur.

6) Puppy will be fully registered with the North American Versatile Hunting Dog Association, Inc. (NAVHDA) by Seller as soon as is reasonably possible following the sale of all puppies in the litter. Puppy's NAVHDA pedigree and registration will be mailed to Buyer at Buyer's address above.

7) Seller will reimburse Buyer 50% of the Testing Fee for the initial NAVHDA Natural Ability Test taken by Puppy within ten (10) business days of a request made by Buyer to Seller. Buyer shall include proof of Puppy having taken the Test and the amount of the Testing Fee paid by Buyer with Buyer's request for reimbursement. Seller highly encourages Buyer to run Puppy in this test and will assist Buyer in preparing Puppy for the Test, as is reasonably possible.

8) Buyer will receive a 20% discount on the sales price of the 2nd Brush Dale puppy purchased from Seller. Buyer will receive a 30% discount on the 3rd Brush Dale puppy purchased and a 40% discount on the 4th or more Brush Dale puppy purchased. Buyer's friends and family referred by Buyer to Seller will receive a 10% discount on the 1st Brush Dale puppy purchased from Seller. Discounts do not apply to imported puppies nor started dogs.

9) Buyer does not intend to breed Puppy. Should Buyer later decide to breed Puppy, Buyer agrees Puppy shall not be bred until all requirements of either subsection A or subsection B below have been met and, if female, prior to age twenty-four (24) months:

Section A.

1. Seller will make a reasonable effort for Puppy to take the NAVHDA Natural Ability Test or VHDF Hunting Aptitude Evaluation before reaching age 12 months and will properly prepare Puppy for the Test or Evaluation;
2. Puppy must receive a prize or prize-equivalent score in a NAVHDA test or achieve a minimum score of 4 in all sections of a VHDF evaluation prior to reaching age 24 months, or, of older than age 24 months, must prize in a NAVHDA UPT or UT;
3. Puppy must be of normal temperament and "not gun shy" or "not gun sensitive" as evaluated by NAVHDA or VHDF;
4. Puppy must either (a) through Preliminary Evaluation by OFA after attaining age seven (7) months have a Good or Excellent hip rating with no evidence of canine hip dysplasia; or (b) through Certification by OFA after attaining age twenty-four (24) months have a Fair, Good or Excellent hip rating with no evidence of canine hip dysplasia; or (c) a distraction index (DI) that meets or exceeds the median DI for Small Munsterlanders as set forth in a PennHip Evaluation after attaining the age of four (4) months;

5. Puppy's conformation and structure shall comply with the FCI Standard for the Small Munsterlander breed (attached). Compliance must be determined by receiving no less than a V-1 (Superior) rating by three (3) or more judges at IABCA international conformation shows after attaining the age of eighteen (18) months; or

Section B.

1. Puppy is approved for breeding by the Small Munsterlander Club of America (SMCA).

Puppy's NAVHDA registration will contain breeding restrictions. Seller agrees to release the breeding restrictions on Puppy's registration once the requirements of this section have been met, at Buyer's expense.

Puppy shall only be bred to registered Small Munsterlanders who meet the breeding requirements of this section. Puppy shall not be bred to a dog of any other breed.

If Seller uses Puppy as a stud, Buyer may, in Buyer's sole discretion, accept a puppy from the litter produced under the same terms and conditions as other buyers of puppies from the litter in lieu of a cash stud fee. If paid in cash, the stud fee shall be equal to the average final sales price of all puppies in the litter produced, reduced by 25% for each salable puppy fewer than four (4). Should Seller keep one or more of the puppies, the sales price per puppy for purposes of the stud fee calculation shall be equal to the then-advertised sales price of a non-breeding puppy from Seller's kennel. The stud fee shall be due ten (10) days following the sale of all puppies in the litter.

9) Buyer intends to breed Puppy. It is the opinion of Seller that Puppy's temperament and physical structure are of breeding quality. Buyer understands and agrees that Seller's opinion is not a guarantee of breeding quality, nor is it a guarantee Puppy will be able to meet all of Seller's requirements for breeding. Puppy shall not be bred until all requirements of either subsection A or subsection B below have been met; and, if female, prior to age twenty-four (24) months:

Section A.

1. Seller will make a reasonable effort for Puppy to take the NAVHDA Natural Ability Test or VHDF Hunting Aptitude Evaluation before reaching age 12 months and will properly prepare Puppy for the Test or Evaluation;
2. Puppy must receive a prize-equivalent score in a NAVHDA test or achieve a minimum score of 4 in all sections of a VHDF evaluation prior to reaching age 24 months;
3. Puppy must be of normal temperament and "not gun shy" or "not gun sensitive" as evaluated by NAVHDA or VHDF;
4. Puppy must either (a) through Preliminary Evaluation by OFA after attaining age seven (7) months have a Good or Excellent hip rating with no evidence of canine hip dysplasia; or (b) through Certification by OFA after attaining age twenty-four (24) months have a Fair, Good or Excellent hip rating with no evidence of canine hip dysplasia; or (c) a distraction index (DI) that meets or exceeds the median DI for Small Munsterlanders as set forth in a PennHip Evaluation after attaining the age of four (4) months;
5. Puppy's conformation and structure shall comply with the FCI Standard for the Small Munsterlander breed (attached). Compliance must be determined by receiving no less than a V-1 (Superior) rating by three (3) or more judges at IABCA international conformation shows after attaining the age of eighteen (18) months; or

Section B.

1. Puppy is approved for breeding by the Small Munsterlander Club of America (SMCA).

Puppy's NAVHDA registration will contain breeding restrictions. Seller agrees to release the breeding restrictions on Puppy's registration once the requirements of this section have been met, at Buyer's expense.

Puppy shall not be bred to a Small Munsterlander who has not met the breeding requirements set forth in this section nor to a dog of any other breed.

If male, Seller hereby reserves non-exclusive breeding rights to Puppy. Buyer may, in Buyer's sole discretion, accept a puppy from a litter produced under the same terms and conditions as other buyers of puppies from the litter in lieu of a cash stud fee. If paid in cash, the stud fee shall be equal to the average final sales price of all puppies in the litter produced, reduced by 25% for each salable puppy fewer than four (4). Should Seller keep one or more of the puppies, the sales price per puppy for purposes of the stud fee calculation shall be equal to the then-advertised sales price of a non-breeding puppy from Seller's kennel. The stud fee shall be due ten (10) days following the sale of all puppies in the litter.

The preceding provisions contain conditions established to ensure the well-being of Puppy and the Small Munsterlander breed. This agreement will continue for Puppy's life (unless otherwise stated herein) and both Buyer and Seller have the right to enforce this agreement. This document contains the entire agreement between Buyer and Seller and no statement, promises, or inducements made by either party that is not contained in this written agreement shall be valid or binding. This document will be construed and enforced under the laws of the State of Iowa.

SELLER:

BUYER:

Michelle Wilbers, Brush Dale Kennel

Date: _____

Date: _____

14.11.2019/ EN

FCI-Standard N° 102

KLEINER MÜNSTERLÄNDER

TRANSLATION: Elke Peper. Revised by Ken Bremer / Official language (DE).

COUNTRY OF ORIGIN: Germany.

DATE OF PUBLICATION OF THE OFFICIAL VALID

STANDARD: 04/09/2019.

UTILIZATION: Versatile working gundog.

FCI-CLASSIFICATION: Group 7 Pointing Dogs.

Section 1.2 Continental Pointing

Dogs. Spaniel Type.

With Working Trial.

A BRIEF HISTORICAL SUMMARY: The breeding of the Kleiner Münsterländer in the north German Münsterland has been documented since around 1870. The blood of hundreds of years of old flushing and pointing dogs flowed in the Kleiner Münsterländer. In 1912, the "Association for Kleine Münsterländer Pointing Dogs (Heidewachtelhunde)" was founded in the parent country Germany to preserve and promote these dogs as an independent hunting breed. Hunters were to be provided with a medium-sized, passionate, intelligent and affectionate, fully versatile hunting dog in the field, forest and water. In 1921, Dr. Dr. Friedrich Jungklaus created the first breed standard, which has been regularly enhanced since then. Today, the Kleiner Münsterländer is a versatile hunting dog that is very popular with hunters worldwide because of its performance capabilities.

GENERAL APPEARANCE: Strong and harmonious build of medium size, showing balanced proportions with a lot of quality and elegance. Distinguished head. In upright posture the dog displays flowing outlines with horizontally carried tail. Its front legs are well feathered, the hind legs with breeches, the tail has a distinct flag.

Its glossy coat should be straight or slightly wavy, dense and not too long. Its movement is harmonious and far reaching.

The overall appearance of the breed must always show its utility as a hunting dog.

IMPORTANT PROPORTIONS:

The length of the body, measured from the prosternum to the point of the buttock, should exceed the height at the withers. The goal is a ratio 1 to 1.1.

The length of the skull from the occiput to the stop is equal to the length of the muzzle from the stop to the nose.

BEHAVIOUR / TEMPERAMENT: The Kleiner Münsterländer is intelligent and capable of learning, full of temperament but even, with steady character; its attitude towards people is alert and friendly (suitable for family life), with good social behaviour and keeps close contact with his master (team spirit); with passionate, persevering predatory instinct, versatile hunting aptitudes and strong nerves and keenness for game.

The dog must have the natural abilities required to hunt in close

cooperation with its handler in the field, forest and water (versability), and to retrieve game to the hunter.

HEAD: The expression of the head is part of the type.

CRANIAL REGION:

Skull: Distinguished, lean, flat to slightly arched.

Stop: Only slightly pronounced but distinctly recognizable.

FACIAL REGION:

Nose: Whole coloured brown.

Muzzle: Powerful, long, straight.

Lips: Short, tight closing, well pigmented – whole coloured brown.

Jaws / teeth: Large white teeth. Powerful jaws with regular and complete scissor bite with the upper teeth closely overlapping the lower teeth and set square to the jaws. 42 teeth according to the dentition formula.

Cheeks: Strong, well-muscled.

EYES: Of medium size, neither protruding nor deep set. As dark brown as possible. Eyelids tight fitting to the eyeballs, covering the haws.

EARS: Broad, set on high, lying close to the head, tapering towards the tips, ear leather should not reach beyond the corner of the mouth.

NECK: Its length in balance with the general appearance; gradually widening towards the body. Napeline slightly arched, very muscular. Tight fitting throat skin.

BODY:

Topline: Slightly sloping in a straight line.

Withers: Pronounced.

Back: Firm, well-muscled. The spinal processes should be covered by the musculature.

Loins: Short, broad, muscular.

Croup: Long and broad, not short slanting, only slightly sloping towards the tail; well-muscled. Broad pelvis.

Chest: Rather deep than broad, breastbone reaching as far backwards as possible. Ribs well arched.

Underline and belly: Slight tuck-up towards the rear in an elegant curve; lean.

TAIL: Set on high, with long flag following the topline, strong at the base, then tapering. Of medium length. Carried downwards in repose, horizontally and not too high above the level of the topline with a slight sweep when in action. In the lower third it may be curved slightly upwards.

LIMBS:

FOREQUARTERS:

General appearance: Viewed from the front straight and rather parallel, viewed from the side legs set well under the body. The distance from the ground to the elbows should be approximately equal to the distance from the elbows to the withers.

Shoulders: Shoulder blades lying close to the body, strongly muscled. Shoulder and upper arm forming a good angle of approximately 110°.

Upper arm: As long as possible, well-muscled.

Elbows: Close to the body, neither turning in nor out. The upper arm forming a good angle with the forearm.

Forearm: Strong bones, perpendicular to the ground.

Carpal joint: Strong.

Pasterns: Very slightly sloping.

Front feet: Round and arched with well-knit toes and sufficiently thick, tough, robust pads. Not too heavy coat. Parallel in stance or in movement, neither turning in nor out.

HINDQUARTERS:

General appearance: Viewed from the rear straight and parallel.

Correct angulation in stifles and hocks. Strong bones.

Upper thigh: Long, broad, muscular; forming a good angle with the pelvis.

Stifle: Strong, upper and lower thigh forming a good angle.

Lower thigh: Long, muscular and sinewy.

Hock joint: Strong.

Metatarsus: Short, perpendicular to the ground.

Hind feet: Round and arched with well-knit toes and sufficiently thick, tough, robust pads; not too heavy coat. Parallel in stance or in movement, neither turning in nor out.

GAIT / MOVEMENT: Ground covering, with good drive and appropriate reach, straight forward and parallel coming and going, with well upstanding posture. Pacing gait is undesirable.

SKIN: Tight fitting, without folds.

COAT:

Hair: Dense, of medium length, not or only slightly wavy, close lying, water-repellent. The outlines of the body may not be hidden by too long coat. By its density it should provide as good a protection against weather, unfavourable terrain conditions and injuries as possible. Short smooth coat on the ears is faulty.

Forelegs feathered, hindlegs with breeching down to the hocks, tail with a long flag and white tip, abundant coat on the fore chest is undesirable.

Colour: Brown-white or brown roan with brown patches, brown mantle or brown ticking; blaze permitted. Tan coloured markings on the muzzle, the eyes and around the anus, and on the ears, tail and legs are permissible („Jungklaus markings“).

SIZE:

Height at withers: Dogs: 54 cm.

Bitches: 52 cm.

A deviation of +/- 2 cm is within the standard.

FAULTS: Any departure of the foregoing points must be considered a fault and the seriousness with which the fault should be regarded should be in exact proportion to its degree and its effect upon the health and welfare of the dog.

SEVERE FAULTS:

- Clumsy, big-boned conformation.
- Serious deviations from the correct proportions of body, neck and height and withers.
- More than 50 % of the nose flesh-coloured or spotted.
- Pointed muzzle. Dished nose bridge.
- Eyes too light. Light yellow hawk eyes.
- Serious lack of depth of chest or too flat sided brisket. Barrel shaped brisket.
- Elbows heavily turning out or in.
- Steep pasterns.
- Strongly cow hocked or barrel legged, in stance as well as in movement.

- Splayed toes; flat feet.
- Clumsy movement.
- Smooth hairless ears or too long and curled fringes on the ears.
- Coat too curled.
- Deviation of the size limits between +/-2cm and +/- 4cm.

DISQUALIFYING FAULTS

- Aggressive or overly shy dogs.
- Any dog clearly showing physical or behavioural abnormalities.
- Fearfulness, aggressiveness, game or gun shyness.
- Gross deviations
- From the gender type, sexual malformations.
- Completely depigmented nose.
- All deviations from the correct scissor bite except the lack or excess of two P1.
- Split jaw or split lip.
- Bird's eye.
- Ectropion, entropion, distichiasis, (double eyelash line).
- Pronounced dewlap.
- Distinct roach back,
- Pronounced swayback; crooked spine.
- Malformation of the ribcage, e.g. sternum cut off.
- Kinky tail, ring tail, other tail abnormalities e.g. too short or too long tail.
- Wholecoloured dogs.
- Deviation in height of more than +/-4 cm.
- Lack of hunting suitability due to the absence of the required natural abilities for use in versatile hunting activities before and after the shot.
- Silent or voiceless and/or Waidlaut (barking when no game is present)

N.B.:

- Male animals should have two apparently normal testicles fully descended into the scrotum.
- Only functionally and clinically healthy dogs, with breed typical conformation should be used for breeding.