



Brush Dale Kennel Puppy Sales Agreement

SELLER: *Brush Dale Kennel, Michelle Wilbers, 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 Pointer puppy from the (litter) Litter whelped on (birthdate), nicknamed (nick), with microchip ID#(number) (Puppy) out of:

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

for the sum of \$ (purchase price), plus 7% Iowa Sales Tax, 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 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 his/her natural instincts, talents and abilities, such as hunt testing and tracking through NAVHDA, VHDF and AKC.

2) Seller guarantees Puppy to be of sound health and temperament 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 his/her 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 recommended by said veterinarian to return Puppy to sound health. Alternatively, in Buyer's sole discretion and at Buyer's expense, Puppy may, upon signed written diagnosis from said veterinarian, be returned to Seller for a full refund of the purchase price.

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

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

This health guarantee is not transferable.

- 3) Buyer agrees not to spay/neuter Puppy until his/her growth plates have closed, generally between the age of 14 and 16 months. If Buyer desires to spay/neuter Puppy prior to age 14 months, Buyer must provide Seller with a written statement from a licensed veterinarian stating that he/she has examined Puppy and all Puppy's growth plates have closed. A breach of this provision will automatically negate Seller's health guarantee in section 2 above.
- 4) If at any time Buyer can no longer retain possession of Puppy, Seller is to be notified and given the option of resuming full ownership of Puppy in order for Seller to locate Puppy a new home. Refunds, if any, will be at the sole discretion of Seller. Puppy will be returned to Seller at Buyer's expense with all registration papers and health/vaccination records. Should any non-medical circumstance arise that negatively affects the quality of life of Puppy, Seller is to be informed so that Seller may participate in determining the future of Puppy. Seller reserves the right to approve/prohibit any transfer of Puppy to a third party. Under no circumstances may Puppy be sold, transferred, leased, traded, or given away to a puppy mill, pet shop, research laboratory, animal shelter or similar facility.
- 5) Buyer agrees to contact Seller if any questions or concerns arise about Puppy, such as housing, diet, health, dental, temperament and/or training. Buyer agrees to keep Seller informed of any related problems as they occur. This provides Seller with important information about the litter for future breeding decisions.
- 6) Puppy will be 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/registration will be mailed to Buyer at Buyer's address above.
- 7) Seller will reimburse Buyer 50% of the registration fee for the initial NAVHDA Natural Ability Test taken by Puppy. Buyer will include proof of Puppy having taken the Test with Buyer's request for reimbursement. Seller highly encourages Buyer to run Puppy in this Test and will assist Buyer in preparing Puppy for his/her Test as is reasonably possible.
- 8) If Buyer purchases a 2nd puppy from Seller, Buyer will receive a 20% discount on the sales price of the 2nd puppy. Buyer will receive a 30% discount on the 3rd puppy purchased and a 40% discount on the 4th or more puppy purchased. Buyer's friends and family referred by Buyer to Seller will receive a 10% discount on the 1st puppy purchased from Seller.
- 9) Buyer does not intend to breed Puppy. Should Buyer later decide to breed Puppy, Buyer agrees to do so only if/when the requirements of either Section A or Section B below have been met:

Section A.

1. Make a reasonable effort for Puppy to take the NAVHDA Natural Ability Test, VHDF Hunting Aptitude Evaluation or JGV-USA VJP-Spring Natural Ability Test before age 12 months and to properly prepare Puppy for the Test or Evaluation;
2. Puppy shall receive a prize-equivalent score in a NAVHDA test or achieve a minimum score of 4 in all sections of a VHDF evaluation or JGHV/JGV-USA test prior to reaching age 24 months;
3. Puppy must be of normal temperament as judged by NAVHDA, VHDF or JGHV/JGV-USA;
4. Puppy shall be evaluated as "not gun shy" or "not gun sensitive" by NAVHDA, VHDF or JGHV/JGV-USA;
5. Puppy shall 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;
6. Puppy's conformation and structure shall comply with the FCI Standard for the Small Munsterlander breed (attached). Compliance shall be determined by receiving no less than a V-2

(Excellent) rating by three (3) or more judges at IABCA, ARBA or ICKC international conformation shows after attaining the age of eighteen (18) months;

7. Puppy shall undergo a physical evaluation by a veterinarian that determines Puppy to be in good physical health; up-to-date on vaccinations; and free of parasites, Brucellosis and communicable diseases within thirty (30) days of breeding; and
8. If male, Puppy has achieved age eighteen (18) months prior to breeding. If female, Puppy has achieved age twenty-four (24) months and has had at least one (1) heat cycle prior to breeding.

Section B.

1. Puppy is approved for breeding by the SMCNA Breed Council.
2. Puppy shall undergo a physical evaluation by a veterinarian that determines Puppy to be in good physical health; up-to-date on vaccinations; and free of parasites, Brucellosis and communicable diseases within thirty (30) days of breeding; and
3. If male, Puppy has achieved age eighteen (18) months prior to breeding. If female, Puppy has achieved age twenty-four (24) months and has had at least one (1) heat cycle prior to breeding.

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

9) Buyer intends to breed Puppy. It is the opinion of Seller that Puppy's physical structure is of breeding quality. Buyer understands and agrees that Seller's opinion is not a guarantee of breeding quality physical structure, nor is it a guarantee Puppy will be able to meet all Seller's requirements for breeding. Buyer agrees Puppy will not be bred unless/until the requirements of either Section A or Section B below have been met:

Section A.

1. Make a reasonable effort for Puppy to take the NAVHDA Natural Ability Test, VHDF Hunting Aptitude Evaluation or JGHV/JGV-USA VJP-Spring Natural Ability Test before age 12 months and to properly prepare Puppy for the Test or Evaluation;
2. Puppy shall receive a prize-equivalent score in a NAVHDA test or achieve a minimum score of 4 in all sections of a VHDF evaluation or JGHV/JGV-USA test prior to reaching age 24 months;
3. Puppy must be of normal temperament as judged by NAVHDA, VHDF or JGHV/JGV-USA;
4. Puppy shall be evaluated as "not gun shy" or "not gun sensitive" by NAVHDA, VHDF or JGHV/JGV-USA;
5. Puppy shall 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;
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The preceding provisions contain conditions established to ensure the well-being of Puppy. This agreement will continue for Puppy's life 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.

BRUSH DALE KENNEL

BUYER:

Michelle Wilbers

Date: _____

Date: _____

Kleiner Munsterlander

TRANSLATION: Elke Peper.

COUNTRY OF ORIGIN: Germany.

DATE OF PUBLICATION OF THE ORIGINAL VALID STANDARD: 09.11.2004.

UTILIZATION: Versatile working gundog.

CLASSIFICATION F.C.I.: Group 7 Pointing Dogs.

Section 1.2 Continental Pointing

Dogs. Spaniel Type. With Working Trial.

BRIEF HISTORICAL SUMMARY: The development of the Small Munsterlander is hidden somewhere in the middle of the 19th century. After the change of the German hunting law, with the increasing number of hunters and hunting enthusiasts and the systematic cultivation of the game stock the breeding of new German Pointing Dogs began. There are reports saying that around 1870 long coated "Wachtelhunds" (German Spaniels) were well known in the Munsterland region. These dogs were firm in pointing; they had enormous scenting abilities and were also able to retrieve. In the year 1906 the well known heath poet Hermann Löns took care of the matter: He put a public appeal into the magazine "Unser Wachtelhund" to give him a report on the still existing specimens of the red Hanovarian Heath Hound. However, instead of that he and his brothers discovered a pointing Wachtelhund on the farms, that they called "Heidewachtel". Apart from the Löns brothers, well known dog men like for example the Baron of Bevervörde-Lohburg put efforts into getting a reasonable breeding stock in other regions as well. Mr. Heitmann, a teacher from Burgsteinfurt, achieved first success with his line breeding. Several other breeding families, known as the so-called „Dorsten type“, appeared during the following years in Westphalia. On March 17, 1912, the "Verband für Kleine Münsterländer Vorstehhunde" (Club for Small Munsterlander Pointing Dogs) was finally founded. At that time this Club expressed its aims as follows: "The Club pursues the purpose to promote the purity and the true breeding of the long coated small pointing dog that has been bred in the Munsterland for many decades." The lack of the fixed breed characteristics at that time inhibited the breeding activities as well as the Club activities. From 1921, the breeders finally followed the breed standard that had been drawn up by Mr. Friedrich Jungklaus. Nevertheless, the true origin of the dogs of that time is not exactly proved.

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.

IMPORTANT PROPORTIONS:

- The length of the body from point of shoulders to the buttocks should exceed the height at the withers by not more than 5 cm.
- 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 Small Munsterlander 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 orientation towards his master (team spirit); with passionate, persevering predatory instinct, versatile hunting aptitudes and strong nerves and keenness

for game.

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.

- Nape 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, 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 :

- 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 90 °.
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 :

- 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 forechest is undesirable.

COLOUR :

- Brown-white or brown roan with brown patches, brown mantle or brown ticking; blaze permitted.
- Tan coloured markings at the muzzle, the eyes and around the anus are permissible (“Jungklaus markings“).

SIZE: Height at withers: Dogs: 54 cm. (21.26 inches)

Bitches: 52 cm. (20.47 inches)

A deviation of +/- 2 cm is within the standard. (.78 inches)

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.

SEVERE FAULTS:

- Deviation of the size limits between +/- 2 cm and +/- 4 cm. (+/- .78 inches and +/-1.57 inches)
- 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.
- Coat too curled.
- Smooth hairless ears or too long and curled fringes on the ears.

ELIMINATING FAULTS

- Fearfulness, aggressiveness, game or gun shyness.
- Size deviations of more than +/- 4 cm.
- Untypical sexual characteristics, 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.
- Ectropion, entropion, distichiasis, bird's eye.
- Pronounced dewlap.
- Distinct roach back, swayback; crooked spine.
- Malformation of the ribcage, such as sternum cut off.
- Kinky tail, ring tail, other tail abnormalities like too short or too long tail.
- Whole coloured dogs.

Any dog clearly showing physical or behavioural abnormalities shall be disqualified.

Male animals must have two apparently normally developed testicles fully descended into the scrotum.