

Cedars Point Kennel
Puppy Sales Agreement

SELLER: Jeffery Mizenko, Cedars Point Kennel, 8083 Steamboat Court, Summerset, SD 57769, (425) 241-7788

BUYER: _____

BUYER: _____

Buyer Address: _____

Buyer Phone: _____

Buyer E-Mail: _____

Seller agrees to sell Buyer a _____ Small Munsterlander puppy from the _____ Litter whelped on _____, with microchip ID# _____ out of:

Sire Registered Name: _____

Sire NAVHDA Registration #: _____

Dam Registered Name: _____

Dam NAVHDA Registration #: _____

for the sum of \$ _____ upon the following terms and conditions:

1. Care and Responsibility

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, rally, and/or agility through NAVHDA, VHDF, and/or AKC.

2. Health Guarantee

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 Cedars Point 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 Cedars Point litter.

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

3. Spay / Neuter

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 the Health Guarantee section above.

4. Return / Rehoming

If, prior to Puppy reaching the age of 5 years, Buyer can no longer retain possession of Puppy, 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. Communication, SMCA BGRM and SMCA Genetic Health Program (GHP)

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.

Buyer acknowledges that Cedars Point Kennel operates under the governance and preservation standards of the Small Munsterlander Club of America (SMCA), including the SMCA Breeder Guidelines and Regulation Manual (BGRM). Buyer agrees that any breeding-related decisions, representations, or actions involving Puppy shall comply, at minimum, with the then-current BGRM, as amended from time to time.

Buyer further agrees to participate in the SMCA Genetic Health Program (GHP) by submitting accurate health and longevity information as requested by SMCA and/or Seller, including but not limited to hip certification results, genetic testing results, ophthalmologic examinations when required or recommended, and cause of death/longevity reporting (whether or not Buyer intends to breed Puppy).

6. NAVHDA Registration

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. NAVHDA Natural Ability Reimbursement

Seller will reimburse Buyer fifty percent (50%) of the Testing Fee for the initial NAVHDA Natural Ability Test taken by Puppy within NAVHDA's official eligibility window, as defined by NAVHDA test rules in effect at the time of testing, provided Puppy receives a passing prize score.

Buyer shall include proof of Puppy having taken the Test, the prize score received, and the amount of the Testing Fee paid with Buyer's request for reimbursement. Seller will reimburse Buyer within ten (10) business days of receipt of proper documentation.

8. Breeding

Buyer does not intend to breed Puppy. Should Buyer later decide to breed Puppy, Buyer agrees Puppy shall not be bred prior to age eighteen (18) months (if female) or prior to age twenty-four (24) months (if male), nor until all requirements of this section, including all requirements of either subsection A or subsection B below, have been met.

A. Performance / Temperament / Health / Conformation (Cedars Point requirements layered on BGRM minimums)

1. Buyer will make a reasonable effort for Puppy to take the NAVHDA Natural Ability Test within NAVHDA's official eligibility window, as defined by NAVHDA rules in effect at the time of testing, and will properly prepare Puppy for the Test.
2. Puppy must receive a prize or prize-equivalent score by 18 months in a NAVHDA test. If Puppy does not complete the Natural Ability Test within NAVHDA's eligibility window, Puppy must demonstrate equivalent performance by achieving a prize in a NAVHDA GDT or UT prior to breeding.
3. Puppy must be of normal temperament and evaluated as "not gun shy" or "not gun sensitive" as determined by NAVHDA or VHDF.
4. Hip baseline: Puppy must have OFA hip certification with no evidence of canine hip dysplasia. Dogs with OFA Fair certification must be bred only to dogs with OFA Excellent hip certification. Otherwise, Good or Excellent hip certification is required. PennHIP may be used as a supplemental evaluation where applicable.
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 fewer 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 comparable independent third-party conformation evaluation (e.g., AKC) as agreed by Seller.
6. Puppy shall have Puppy's DNA tested using both an Embark for Breeders Dog DNA Test and a NAVHDA DNA Test, at Buyer's expense.

1. B. SMCA Breeding Approval Path

1. Puppy is approved for breeding by the Small Munsterlander Club of America (SMCA), consistent with the BGRM in effect at the time of approval.

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/bitch of any other breed.

If male, Buyer hereby grants Seller non-exclusive breeding rights to Puppy. 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 a puppy is accepted in lieu of a cash stud fee from a litter of fewer than four (4) salable puppies, Buyer shall pay the difference between the stud fee owed and the then-advertised sales price of a non-breeding puppy from Seller's kennel in cash. 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 final sale of all puppies in the litter.

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

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 South Dakota.

SELLER: _____ Date: _____

Jeffery Mizenko, Cedars Point Kennel

BUYER: _____ Date: _____

(Name)

BUYER: _____ Date: _____

(Name)

FEDERATION CYNOLOGIQUE INTERNATIONALE (AISBL)

SECRETARIAT GENERAL: 13, Place Albert 1er B – 6530 Thuin
(Belgique)

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.