

6121 Road 38 Torrington Wy 82240 Wyoming 74 Ranch LLC 307-534-5475 <u>74ranch@gmail.com</u> <u>Please write checks to Michele Herbst</u>

74 Ranch Holding Agreement:

Holding Agreement for 74 Ranch Puppy/Dog. The following agreement is between Tom and Michele Herbst/74 Ranch, breeder, and purchaser.

This holding fee of \$300 (**Deposits are a measure of good faith, that you, the buyer, intend to purchase and are non-refundable)** will be applied toward the full purchase pet price of $\frac{$2500-2750}{100}$ for Tris and $\frac{$2750-3250}{100}$ for merles – pet price; Breeding dogs $\frac{$3000-4500}{100}$ to approved breeders; co-owners are flexible depending on our arrangement. Price consideration for proven show/performance homes. We accept only cash or cashier's check for final balance.

Purchaser prefers to purchase a puppy from the following potential litter(s):

□ Any Litter with the right match

□ GCH Rumor X GCHS Brassy Acres A King's Bishop – Only a few left

□ CH BeeBee X CH Union Jack – Spring 2025

□ CH Buckles X ??? – Summer/Fall 2025

Time frame ______

Puppy shall be:

□ Companion only - not a competition, show or breeding prospect.

□ Show/Breeding or Co-Own show/breed – please circle which of the 2 or both

□ Performance prospect (circle) herding, agility, obedience, conformation, Rally O, Disc dog, dock diving, etc. Serious performance homes will be offered pups with outstanding structure to hold up and a balanced, stable temperament. Puppies will be tested for all around 8 weeks old.

Purchaser:

□ agrees to research Puppy Culture and, if possible, purchase it through our website to continue on in the puppy's early training for a more stable, enjoyable life.

□ is more concerned about temperament/personality than color/sex/eye color

□ has children, ages _____ □ has other pets _____

 \Box has experience in this breed or $\hfill\square$ herding breeds

Families with children under 8, will be placed on temperament only, NOT sex or color for their safety, or you can choose to wait for the next "right" puppy.

Are you:

Flexible on sex or
 flexible on color
 flexible on eye color
 flexible on height/weight/size
 What is your preferred energy level:
 low
 low to medium
 medium/medium to high

Order of preference:

ANY _____ We care more about personality!

- □ Black Tri □ Male □ Female
- □ Red Tri □ Male □ Female
- □ Blue Merle □ Male □ Female
- □ Red Merle □ Male □ Female

1) Around 8 weeks of age, the breeder will have the litter structure and temperament tested. After testing, breeder will offer specific puppy or a choice of puppies to depositor/purchaser. Order of deposits may be a consideration of puppy placement, however other considerations, such as temperament, structure, drive, etc., will be given much higher priority. Show/Breed, Performance and/or Partnership/co-own families will also be given higher priority as fewer pups will qualify for our or your program (we are picky).

2) The puppy must be purchased and picked up by 8 weeks, unless other arrangements are made. If full payment is not received or arrangements made when the puppy is 8 weeks, the pup will be considered available and holding fee will be forfeited unless breeder agrees to hold longer. If breeder chooses to return holding fee, breeder is released from all obligations to purchaser. Fee can be carried over to another litter in the future up to 2 years. Balance is cash or cashier's check!

3) The purchaser assumes all expenses of receiving the puppy (crate, shipping, etc.) Purchaser is welcome to come pick up the puppy or the breeder may meet with the puppy with possible fuel expense added. Other arrangements may be available through 74 Ranch upon request. Puppies can fly in-cabin by yourself/friend/family or a flight nanny (\$35 airline carrier fee). We make 1 trip per litter to Colorado (Denver International Airport or Longmont area). This is a 3 hr trip one way for us so if you cannot schedule for this date there *may be* a \$50 fee for meeting you in Colorado later and dependent on availability.

4) No purchase shall be complete unless and until both purchaser and breeder sign purchase contract. Balance is to be paid in cash or cashier's check.

5) The breeder reserves the right to decline to sell a puppy to purchaser for any reason. Unless misrepresentations have been made by purchaser the holding fee will be refunded (see #6)

6) The holding fee will not be refunded unless breeder chooses to do so. The deposit *may* be refunded if breeder cannot get you a matched puppy (on personality) from the litter(s) chosen above or it can be carried over to a later litter. *This holding fee can be forwarded for up to 2 years as long as breeder is still*

breeding at that time.

7) We will register all pups with AKC as Miniature American Shepherds and register your Microchip – you will need to write a separate check (or bring cash) for \$35.00 for that at pickup. We will name the puppy for registration papers if you do not send us a name within 1 to 2 weeks of pick-up.

8) Health guarantees are listed in purchase contract. For the safety of the pups we give a Parvo shot around 7 3/4 weeks and Distemper within 2-3 days of that – No 5 way vaccinations are given at this young age (unless requested prior).

Purchaser: 1) Understands the adult height of puppy cannot be guaranteed. Some of the puppies from these litters may fall into the lower size of a Mini (13-15") or the lower size of a Standard Australian Shepherd (18-19") as an adult and agrees to keep puppy whether it's under or over the Mini size. 2) Purchaser agrees to fulfill contract whether purchasing a pet/companion or a co-own puppy or a breeding puppy (contracts vary some).

Please make sure your information below is legible!

| Purchaser(s) signature | | | Date |
|---------------------------------|-----------------------|------------|-------|
| Purchaser(s) Names: | | | |
| Address: | | City/State | |
| Phone: | Cell: | Email: | |
| Breeder(s) signature <i>Mic</i> | hele E Herbst_307-534 | -5475 | _Date |

Please write checks to Michele Herbst!