



Minis

6121 Road 38
Torrington WY 82240
307-534-5475 74ranch@gmail.com

74 Ranch Holding Agreement:

Holding Agreement for 74 Ranch Puppy Michele Herbst, 74 Ranch, 6121 Road 38 Torrington WY 82240

The following agreement is between Tom and Michele Herbst/74 Ranch, breeder, and _____, purchaser.

This holding fee of \$300 will be applied toward the full purchase pet price of _\$ _2250-2750 for Tris/\$2750-3250 for merles – pet price; Breeding dogs \$4000 up purchaser prefers to purchase a puppy from the following litter(s):

- Any litter
- 74 Ranch Delightful Delyla X CH 74 Ranch Casanova at Quail Run (Chase) – ready mid August 2022
- GCH Quail Ridge Malibu Babe X GCH Kadel's-N-MJ's Blue Ain't Your Color (Urban) – Fall 2022
- Future Litter.

Time frame _____

Puppy shall be:

- Companion only - not a competition prospect.
- Show/Breeding or Co-Own show/breed
- 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 _____

has experience in this breed or 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
- Preferred energy level: low medium 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 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. Partnership/co-own families will also be given higher priority as very few (if any) pups will qualify for our program at this time.

2) The purchaser/depositor must exercise the option to purchase puppy by 8 weeks and pick up the puppy at that time (or meet breeder), unless other arrangements are made. If full payment is not received or arrangements made when the puppy is chosen or by 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. Or fee can be carried over to another litter in the future.

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.

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

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 be refunded unless: A) Purchaser has made misrepresentations to the breeder so breeder chooses not to sell a pup to purchaser or B) Purchaser changes their mind and decides not to purchase for any reason and/or there was a puppy matched for them or C) Purchaser does not pay for the puppy by 8 weeks old unless other arrangements are made. The deposit is refundable 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 (up to 18 months later). If you choose to have the holding fee refunded and want a pup from a later litter you may lose your place in the order of availability. *This holding fee can be forwarded for 2 years.*

7) We will register all pups with AKC as Miniature American Shepherds and register your Microchip – you will need to write a separate check for that at pickup.

8) Health guarantees are listed in purchase contract.

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 (18-20") as an adult and agrees to keep puppy whether it's under or over the Mini size. 2) Purchaser will fulfill contract whether purchasing a pet/companion or a breeding puppy.

Purchaser understands they will fulfill the purchase contract whether purchasing a pet/companion or a breeding puppy.

Purchaser(s) signature _____ Date _____

Purchaser(s) Names: _____

Address: _____

Phone: _____ Cell: _____ Email: _____

Breeder(s) signature ___ *Michele E Herbst* _____ Date _____