



6121 Road 38  
Torrington Wy 82240  
307-534-5475 [74ranch@gmail.com](mailto:74ranch@gmail.com)  
Please write checks to Michele Herbst

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  
\_\_\_\_\_, the purchaser.

This holding fee of \$300 (non-refundable) will be applied toward the full purchase pet price of \$2000-2500 for Tris and \$2500-3000 for merles – pet price; Breeding dogs \$3000-4000 to approved breeders; co-owners are flexible. Price consideration for proven show/performance homes. We accept only cash/cashier's check or money orders for final balance.

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

- ☐ Any Litter with the right match
- ☐ OLDER puppy available: AKC pointed Treasure's Dig N Fur Bones at 74 Ranch – must be kept intact (not neutered) and local \$1500
- ☐ CH 74 Ranch Taste N Victory (Buckles) X CH MAJC Who's Ur Buddy – ready around mid Apr 2024
- ☐ GCH 74 Ranch Tell N Stories (Rumor) X CH 74 Ranch Hit N the Gap (Blitz) – ready late 2024/early 2025

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. Balance is due in 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. We are no longer flying puppies in cargo, they must be in-cabin by yourself/friend/family or a flight nanny. We make 1 trip per litter to Colorado (Denver International Airport or Longmont area). This is a 3 hr trip 1 way for us so if you cannot schedule for this date there *may be* a \$50 fee for meeting you in Colorado.

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 18 months.*

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 \$30.00 for that at pickup. We will name the puppy for registration papers if you do not send us a name within 1 week of pick-up.

8) Health guarantees are listed in purchase contract. For the safety of the pups we give a Parvo shot around 8 weeks and Distemper the same day (If I have to) or within 3 days of that – No 5 way vaccinations (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 (18-20”) 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(s) signature \_\_\_\_\_ Date \_\_\_\_\_

Purchaser(s) Names: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Email: \_\_\_\_\_

Breeder(s) signature *Michele E Herbst* Date \_\_\_\_\_

**Please write checks to Michele Herbst!**