



**Broken Trail Ranch**  
Tex & Jessi Morgan  
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### **Broken Trail Ranch Early Holding Fee**

**This agreement is for early deposits only, to purchase a puppy in a future litter.**

**YOUR NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE NUMBER/EMAIL:** \_\_\_\_\_

The above named person is entering into an agreement with Broken Trail Ranch of Kalispell owned by TEX & JESSICA MORGAN. NON-REFUNDABLE holding fee TO RESERVE A SPOT IN A FUTURE/UPCOMING LITTER. BUYER REALIZES NO GUARANTEES ARE MADE, as to what puppies we will have. This fee being paid today is simply to reserve the buyers place in line so when the puppies are born, s/he will be one of the first few notified and allowed to pick a puppy. The person placing deposit needs to confirm their place in line with the seller as this can vary depending on how many have already placed a deposit. Before sending a deposit please realize you may be waiting for a bit and this doesn't always guarantee you a spot on a litter we have on the ground NOW. But this is the best way to ensure you do get a chance to pick the perfect puppy when it comes.

### **PLEASE TELL US WHAT YOU ARE LOOKING FOR:**

\_\_\_\_\_

Registry: We have AKC, CKC & ASDR Registered dogs

**Holding fee amount: \$200.00**

Please understand our puppies prices can range, so please confirm what price we expect your puppy to be based on the criteria you give us. The variation is due to sizes, certain bloodlines being priced

different and also pick of litter puppies (if there is one per litter) are priced higher. Please make sure you ask about pricing for different litters to figure out your balance owed.

*Methods of payments: for early deposits we accept cash, Zelle, debit cards and PayPal. For PayPal please submit payment through our website. There is a 3.6% fee added in. **NO CHECKS.***

**Buyer understands this fee is NON REFUNDABLE for any reason unless otherwise stated in the contract addendum.** In the event that buyer changes his/her mind, the fee will roll to next available litter only, we will not refund unless you are completely unable to be provided with a puppy within 8 months (this time frame allows us plenty of time to offer additional breedings/litters and or to repeat a breeding that may have failed or not produced enough puppies, if you have a specific breeding preference. Obviously we aren't not geneticists so we cannot actually take ORDERS and make puppies on demand but we do our best to ensure everyone on our wait list gets what they are seeking in a timely manner... we do not overload our waitlist, we typically cut off our paid wait list at 4 - 6 deposits depending on how many females we have bred, to further help the odds of buyers getting the puppy they want sooner. Buyer understands that the seller cannot make any promises or guarantees to dogs future appearance, or temperament of puppies purchased. We will also refund if a chosen puppy is confirmed to have a congenital defect before pick up age of 8 weeks. Buyer will be offered the option to wait for next litter and have a \$100 off coupon, OR can receive full holding fee back as a refund within 30 days from the time the defect is found. If there are any other puppies available of equal value we are happy to offer a replacement immediately. If you are seeking to dock the tail of your new chosen puppy we ask that you choose your puppy within 3 days of birth as that is the time frame of which we must dock tails. We absolutely prefer leaving tails intact however, we honor a buyers opinion on doing this. Tail docking has not proven to be any safer for the dog working cattle contrary to some belief and the standard calls for a tail. Traditionally ACDs have always had tails, while their "cousin" the Australian Stumpy Tail is the breed of cattle dog born naturally without a tail.

Buyer understands if using PayPal, it is against this contractual agreement to submit a chargeback for any reason, as the terms of this agreement have been made clear and are well defined. Additionally, any chargebacks done after puppy is purchased and taken home will be considered as fraud and will be prosecuted as theft to the highest level and pursued in court in the jurisdiction of FLATHEAD COUNTY, MONTANA.

**WE DO NOT ISSUE REFUNDS! PLEASE UNDERSTAND!!** If you are sending a holding fee/deposit for a puppy today, it is a commitment to be taken seriously. Our puppies well being is #1 and we only want our puppies in homes where the buyers are 100% serious about the purchase. Please before making the decision to send money, decide if you are committed to a puppy both emotionally, and financially. We put a lot of effort into ensuring your puppies health, well being, and strive to answer all your questions throughout the puppies 8 weeks with us so we expect paid for puppies to be picked up promptly by 9 weeks at the latest. We understand "life happens", and sometimes buyers may be forced to change plans, however please understand we will not issue you a refund as defined in this contract above. We will dispute ANY charge backs issued and should any of those issues arise, the buyer agrees now that ANY and ALL claims will be held in civil court, in the jurisdiction of FLATHEAD COUNTY MONTANA only. As seller we always reserve the right cancel any sale. Should we cancel the sale from our end, you will receive a refund within 30 days.

**NO SALE CLAUSE:**

We require none of our puppies ever be sold. Should you ever need to rehome your puppy we ask that you contact us immediately to make plans to your puppy to us.

By signing below you are agreeing to all of these terms.

Sign here: \_\_\_\_\_

Seller agrees she has made the specifics of this purchase clear to the buyer.

*Tex & Jessi Morgan*