



Broken Trail Ranch

Tex & Jessi Morgan

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BROKEN TRAIL RANCH HOLDING FEE AGREEMENT

This agreement is for those picking from a SPECIFIC litter of puppies already born

s entering into an agreement with Broken Trail Ranch of Kalispell Montana (previously known as Texas Comfort Ranch, dba Broken Trail Ranch) on _____ **2020** owned by Tex and Jessica Morgan to place a NON-REFUNDABLE holding fee on a puppy of the following litter:

PUPPY BEING HELD: (Litter name, parents, color, markings) _____

Holding fee amount: \$500.00 **Total Price: BREEDING RIGHTS: NO (Ask breeder for breeding rights document if this has been discussed and approved)**

Buyer understands this deposit is NON-REFUNDABLE for any reason. In the event that buyer changes his/her mind, the fee will roll to next available litter/puppy only. Buyer today agrees that they are satisfied with the puppy they are purchasing, they understand that the seller cannot make any promises or guarantees to dogs future appearance, or temperament. The only situation that any amount should be given back to buyer is if this puppy is confirmed to have a congenital defect before pick up or if breeder cannot provide a healthy puppy at pick up. Buyer will be offered the option to wait for next litter and have a \$100 off discount, OR can receive full deposit back as a refund within 30 days from the time the defect/issue is found. Seller maintains the right to terminate sale at her discretion, in which a refund will be given.

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.

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 reserved 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*, but are more than happy to hold your spot for a future puppy whenever the timing is better for you.

In our complete contract that you will receive once you pick up puppy (we can send it by email so you can read over it also) we do require some stipulations be met in order to have a complete health

guarantee with us. Our health guarantee covers congenital defects caused by parentage. Due to the nature of puppies and putting everything in their mouths we do not cover any parasitic health issues, or illnesses from the environment once puppy leaves us (examples of this are leptospirosis, parvovirus, coccidia, etc) In order to fully qualify for your health guarantee you MUST take your puppy to the vet within 72 hours of your pick up/purchase. Please send confirmation that puppy is healthy to us immediately. The health guarantee is good for two years, and we will offer full replacement if your pet is found to have a disorder or condition that is fatal, life altering and proven by two vets to be a problem of genetics. . In order for us to cover any joint disorders or problems we require that you do NOT spay/neuter your pet early since early spay and neuter has been found to cause development issues. . For females we recommend between the first and second heat. For a male, no sooner than 1.5 years old. Unless we have written documentation from your vet for a specific reason you need to alter your pet, early sterilization will void your health guarantee. We also require that puppies be fed a WSAVA compliant food (Iams, Eukanuba, Purina, Royal Canin etc) and nothing grain free in order to avoid DCM/heart conditions. If your puppy is found to have a heart condition, we will ask you for receipts that you've been feeding 90% foods that are WSAVA compliant in order to be able to offer you a full replacement dog. None of this is a requirement for the purchase of our puppies but simply a requirement in order to maintain your health guarantee with us.

We sell our puppies as PET only unless specified. If you are seeking to breed please let us know ahead of time. We do sell puppies case by case for breeding. If you are to ever need to rehome your puppy you agree to offer the puppy back to us at the price you paid. We also require that NO puppy of ours should ever be given or surrendered to any shelter, humane society or rescue. We will take back a puppy of ours at any time during its life so we ask you CONTACT US FIRST. No puppy of ours shall be rehomed intact unless explicit permission is given. We will issue no health guarantee to any third party owner.

By signing below buyer agrees they have reviewed this contract thoroughly, discussed all questions with seller prior to commitment and has reviewed all policies mentioned on the website.

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

I, _____ agree to all the terms above.

Seller agrees she has made the specifics of this purchase clear to the buyer and the buyer has a truthful and accurate representation of the puppy s/he is purchasing today. Once balance is paid The seller will send home puppy with health guarantee documentation, shot record, deworming record, and AKC or CKC documentation. Occasionally we will send you your puppies registration electronically.