



Selway Australian Cattle Dogs – Purchase Contract

1. This contract is between the Seller, Cheyenne Prow of Selway Australian Cattle Dogs, and the Buyer(s) _____.
- Address _____
- City _____ State _____ Zip _____
- Phone _____ email _____

Said Puppy is sold on _____ (final payment and transfer of ownership), at the total price of \$ _____. A deposit of \$ _____ was placed on said puppy on this day _____. Leaving a balance of \$ _____ to be paid before the puppy is shipped, delivered, or picked up.

- a) All deposits are **non-refundable** unless death or injury of said puppy/dog occurs while puppy/dog is still in the care of Selway Australian Cattle Dogs.
- b) All shipping costs are the Buyer's responsibility, if the Buyer does not have a shipper, one will be referred.
- c) Pick deposits may be transferrable if your "Wants" are not fulfilled.
- d) This contract must be signed at the time the deposit is placed to confirm agreement to all terms. No deposit will be considered final without a signed contract on file.
- e) Funds accepted at no fee: Cash, Venmo, Paypal, and personal check (deposit only).

Puppy/Dog is shipping/transferring from Kamiah, Idaho to _____.

2. **Puppy/Dog Information:**

Name: _____ DOB: _____ Sex: _____ Male or Female

Color/Description: _____

Sire: _____

Dam: _____

Registration#: _____ Estimated weight & Height _____

Microchip# _____

3. **2 Year Health Guarantee:** All **PUPPIES** from Selway Australian Cattle Dogs come with a 2-year health guarantee against congenital or hereditary defect that are considered life-altering – meaning they significantly reduce the dog's quality of life, cause chronic pain, or limit normal daily function, as confirmed by a licensed veterinarian.
- a. Puppy can carry 1 copy of a hereditary disease, which does not mean they have a hereditary disease.
 - b. Puppy is guaranteed free of Parvo, Distemper, Adenovirus, Parainfluenza, and Rabies 48 hours after transfer. All puppies are in sound condition upon leaving Seller's facility.
 - c. Buyer must take the puppy to a licensed veterinarian within 72 hours of receiving him/her. Failure to do so will make the health guarantee null and void.
 - d. This health guarantee applies only to defects that are both CONGENITAL or hereditary and meet the definition of life-altering as outlined above. Minor or non-impactful conditions are not covered.
 - e. This guarantee does NOT cover illness or disease acquired after transfer. This includes, but is not limited to, Parvo, Leptospirosis, Distemper, kennel cough, respiratory infections, or parasites such as

giardia, coccidia, hookworms, or roundworms. These conditions are considered environmental and can be contracted through contact with soil, water, or other animals.

- f. If a licensed vet diagnoses a qualifying congenital or hereditary defect, the Buyer must submit written proof within 8 hours of the exam.
- g. If a congenital or hereditary defect is diagnosed within the health guarantee period, the Seller will offer a replacement puppy of equal value. The Seller may, at their sole discretion, require the original puppy to be returned or may allow the Buyer to retain the puppy and still receive a replacement. Return must occur within 30 days of diagnosis to qualify for a replacement.
- h. Replacement puppies must be of equal value, or Buyer will be required to pay the difference. If no puppy is available, buyer will be placed on priority waiting list.
- i. Seller is not responsible for any veterinary costs, diagnostics, or medications REGARDLESS of the outcome.
- j. Any transport (either to bring the puppy back or obtain a new puppy) are the responsibility of the Buyer.
- k. Puppies are vaccinated with DHPP appropriate to age. Buyer acknowledges that puppy is not fully vaccinated and must avoid high-risk environments (dog parks, rest areas, etc.) until the vaccine series is completed.
- l. Buyer is responsible to have a licensed veterinarian administer the rest of the vaccine series/regimen following the vaccines given by the breeder. The first DHPP (5-way) vaccine is given at 6 weeks, the second at 8 weeks. A 9-way vaccine should be administered at 12-13 weeks, followed by a second 9-way vaccine 16-17 weeks.
- m. Seller does not guarantee the dog's fertility, ability to conceive, sire, or maintain pregnancy.

To maintain this health guarantee:

- n. Buyer agrees to delay spay/neuter until at least 1.5 years (males) or between first and second heat (females), unless medically necessary with written vet documentation. Early sterilization will void your health guarantee.
- o. Buyer agrees to feed WSAVA guided food (4 health, Taste of the Wild, Purina, Royal Canin, etc.) no grain free, to avoid DCM/heart conditions. If your puppy is found to have a heart condition, proof of feeding compliance (e.g., receipts) is required for replacement consideration.
- p. These are not conditions of sale, but they are required for the health guarantee to remain valid.

- 4. PET OWNER RESPONSIBILITY:** Upon transfer of possession of the puppy/dog (pickup or delivery), Buyer assumes full legal ownership and responsibility including all veterinary care and associated costs. Buyer further agrees to provide puppy with a proper diet, complete the recommended vaccination series, and seek veterinary care as needed to ensure the puppy/dogs ongoing health. Buyer also agrees to keep dog on a monthly parasite deworm regimen for the first 6 months, followed by deworming at least every 6 months thereafter. Buyer agrees the puppy will never be improperly housed, kept on a chain or tie out, or left unattended to run at large. Puppy will be treated as a loved and valued member of the family. Proper socialization and training are the Buyers responsibility. Seller is not responsible for temperament or behavioral issues that develop after transfer.

5. PET ONLY purchase: Transfer of this said puppy/dog is not acceptable!

- a. **The said puppy/dog will not be sold or given away! ABSOLUTELY NO EXCEPTIONS!**
- b. **For Pet Only Purchase said puppy/dog can never be bred!**
- c. **If for some reason, Buyer can no longer care for said puppy, the dog will return to Seller, Selway Australian Cattle Dogs.**
- d. No refunds will be issued for any reason.
- e. Puppy/dog must be returned to Selway Australian Cattle Dogs, to be properly evaluated, vetted, and either retain the puppy in their ownership or re-home it to an appropriate approved home only!
- f. Buyer is responsible for return transport and must provide all veterinary records that were accumulated during ownership to Selway Australian Cattle Dogs.

- g. Seller may offer rehoming assistance if dog is not a good fit, but breeder **MUST** always be contacted first. Seller may offer a replacement if the puppy/dog proves an unsuitable fit for the home. Any such offer is at Seller's sole discretion.
- h. **If it is found that transfer of ownership of this said puppy/dog, to anyone other than the Seller, Selway Australian Cattle Dogs, a \$2,500 non-compliance fee will be assessed and payable to the Seller.**
- i. Buyer is responsible for all legal and court costs if enforcement is required.
- j. All puppies sold without breeding and full registration rights are sold on a spay/neuter contract. **Spay/Neuter must be completed by: _____ and proof provided to Seller within 10 days of procedure.**
- k. If Buyer wishes to purchase breeding rights, they must contact Seller before the Spay/neuter deadline.
- l. Buyer must provide Seller with a spay/neuter certificate from a licensed veterinarian by the date stated above.
- m. Failure to spay/neuter by the stated deadline will void the health guarantee and result in a \$2500 non-compliance fee, plus all legal and court costs if enforcement is required.
- n. If Buyer later wishes to add breeding/full rights, the additional cost will be \$_____ and buyer will be required to sign a "Full Rights" agreement.
- o. Buyer must notify Seller and submit payment before the spay/neuter deadline listed above.

6. Registration:

- a. Said puppy will be registered through American Stock Dog Registry (ASDR).
- b. The Seller will register all dogs/puppies.
- c. Buyer must decide on name within 2 weeks after puppy is transferred to new owner, if registration name has not been picked by 2 weeks after Buyer received puppy; Seller will pick name suited.
- d. It is required that Selway be a part of said puppy's registered name.

9. Contract Jurisdiction:

- a. This contract is governed by the laws of the State of Idaho and falls under jurisdiction in Idaho County.
- b. The legal venue for any disputes shall be Grangeville, Idaho.
- c. All attorney fees and court costs incurred will be the responsibility of the Buyer.

This agreement exists to protect the health, future, and integrity of our dogs, our program, and the families we serve.

10. Acceptance of Contract

I, the undersigned Buyer, have read, understand, and agree with all the terms and conditions set forth in the purchase contract. I understand this agreement goes into effect upon signing and remains binding once I take possession of the puppy/dog.

Buyer 1 Signature _____ Date _____

Buyer 2 Signature _____ Date _____

Seller Signature _____ Date _____
(By signing, Seller confirms agreements to all terms in this contract)