



## Selway Australian Cattle Dogs – Pet Only (Limited Rights) 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.

- 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.
- All shipping costs are the Buyer's responsibility, if the Buyer does not have a shipper, one will be referred.
- Pick deposits may be transferable if Buyer's stated preferences are not fulfilled.
- 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.
- 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.
- Puppy can carry 1 copy of a hereditary disease, which does not mean they have a hereditary disease.
  - 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.
  - 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.
  - 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.
  - 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. Such illnesses are considered environmental in nature regardless of incubation period and shall not be construed as evidence of a pre-existing condition at the time of sale.

- f. If a licensed vet diagnoses a qualifying congenital or hereditary defect, the Buyer must submit written proof within 24 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. The offering of a replacement Puppy shall constitute the Buyer's sole and exclusive remedy under this Agreement. No refunds, partial refunds, reimbursements, or monetary compensation shall be provided under any circumstances. Buyer acknowledges that the replacement remedy is fair, reasonable, and sufficient.
- i. If Buyer declines, refuses, or fails to accept a replacement Puppy when offered, all obligations of the Seller shall be deemed fully satisfied, and Buyer waives any and all claims, present or future, against Seller related to the Puppy.
- j. 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.
- k. Under no circumstances shall Seller's liability exceed the original purchase price of the Puppy. In no event shall Seller be required to issue a refund if a replacement Puppy has been offered, regardless of whether Buyer accepts or refuses said replacement.
- l. Seller is not responsible for any veterinary costs, diagnostics, or medications REGARDLESS of the outcome.
- m. Seller shall not be responsible for transportation costs, lost wages, loss of income, loss of work time, loss of companionship, emotional distress, incidental damages, or consequential damages of any kind, regardless of outcome.
- n. Any transport (either to bring the Puppy back or obtain a new Puppy) is the responsibility of the Buyer.
- o. 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.
- p. Puppies are vaccinated according to Seller's health protocol and professional judgment, based on age, health status, and scheduling availability. Vaccination timing by the Seller may vary and is not guaranteed to occur on a specific calendar date or exact week of age. Buyer acknowledges that minor variations in breeder vaccine scheduling are normal and do not constitute negligence or breach of contract, or grounds for refund or replacement.
- q. Following transfer, Buyer is solely responsible for completing and maintaining the Puppy's vaccination schedule under the care of a licensed veterinarian.
- r. Core Puppy vaccinations must be administered at appropriate intervals and may not be spaced more than 4 weeks apart. The Puppy must receive no fewer than 3 and no more than 4 core Puppy vaccinations, as recommended by the attending veterinarian.
- s. Buyer acknowledges that animals are living beings, not manufactured goods, and that illness, injury, or genetic conditions may occur despite proper breeding practices, vaccination, and biosecurity measures.

**To maintain this Health Guarantee:**

- t. Buyer must ensure that all required core vaccinations and boosters are administered on schedule, including annual vaccinations thereafter and any additional vaccines recommended or required by the attending veterinarian.
- u. Buyer must retain verifiable veterinary records documenting all vaccinations. Failure to properly vaccinate, maintain boosters, or provide such records shall void the Health Guarantee in its entirety and shall not constitute grounds for refund, replacement, or liability.
- v. Buyer agrees to delay spay/neuter until at least 18 months of age for males, or after one full heat cycle and no earlier than 18 months of age for females, unless spay or neuter is deemed medically

necessary by a licensed veterinarian with written vet documentation. **Early spay or neuter will void the 2-year Health Guarantee in its entirety.**

- w. 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.
- x. These are not conditions of sale, but they are required for the Health Guarantee to remain valid.

**Buyer Initials** \_\_\_\_\_

**Buyer Initials** \_\_\_\_\_

**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/Dog's 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 Buyer's responsibility. Seller is not responsible for temperament or behavioral issues that develop after transfer.

**5. PET ONLY purchase:**

- a. Transfer, sale, or gift of this Puppy/Dog is not permitted under this agreement without Seller's prior written consent.
- b. This Puppy/Dog is sold as a pet only. No breeding rights are conveyed, and the Puppy/Dog may never be bred.
- c. Buyer agrees to notify Seller promptly if Buyer can no longer keep the Puppy/Dog or is considering rehoming for any reason.
- d. If Buyer is unable to keep the Puppy/Dog, Seller shall determine, in Seller's sole discretion, whether the Puppy/Dog must be returned to Seller, whether Seller will assist with rehoming, or whether approval will be granted for placement in an alternative home.
- e. If return is required, Buyer is responsible for return transport and must provide all veterinary records that were accumulated during ownership to Selway Australian Cattle Dogs.
- f. Seller may, at Seller's sole discretion, offer a replacement Puppy/Dog if the Puppy/Dog proves an unsuitable fit for the home; any such offer is voluntary and does not obligate Seller to accept return of the Puppy/Dog.
- g. No refunds will be issued for any reason.
- h. If ownership of the Puppy/Dog is transferred to anyone other than the Seller without Seller's consent, such transfer constitutes a breach of this agreement and will result in either a \$2,500 non-compliance fee or mandatory return of the Dog to Seller, at Seller's discretion.
- 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. Buyer agrees the Dog must be spayed or neutered no later than two and one-half (2.5) years of age, but not earlier than permitted under the Health Guarantee and proof provided to Seller within 30 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 constitutes a breach of this agreement and will void the Health Guarantee and result in a \$2,500 non-compliance fee, plus all legal and court costs if enforcement is required.

- n. If Buyer later wishes to add breeding and full registration rights, the additional cost shall be \$1,000 if elected prior to twelve (12) months of age; thereafter, the cost shall be \$2,500, and Buyer must execute a Full Rights agreement prior to the spay/neuter deadline.

Buyer Initials \_\_\_\_\_

Buyer Initials \_\_\_\_\_

**6. Registration:**

- a. The Puppy/Dog is eligible for registration with the American Stock Dog Registry (ASDR).
- b. Seller will provide the Buyer with the ASDR registration application for the Puppy/Dog.
- c. Completion, submission, payment of fees, and any required follow-up with the registry are the sold responsibility of the Buyer. Seller is not responsible for processing, delays, denials, errors, or corrections related to registration.
- d. Buyer acknowledges that registration status, or lack thereof, does not affect the validity of this Agreement, the sale, or the Health Guarantee.
- e. If the Buyer elects to register the Puppy/Dog, the registered name must include the "Selways" prefix. Buyer is solely responsible for selecting and submitting the registered name to the registry.
- f. No upgrades, transfers, or changes to registration status that conflict with this Agreement may be made without Seller's prior written consent.

**7. 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.***

**8. 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)

Selway Australian Cattle Dogs • Cheyenne Prow • Kamiah, ID  
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