

Selway Australian Cattle Dogs

Kamiah, Idaho 83536

Cheyenne Prow

(208) 792-1405

1. This contract is between the seller, Cheyenne Prow at Selway Australian Cattle Dogs, and the Buyer(s) _____.

Address _____

City _____ State _____ Zip _____

Phone _____ email _____

Said Puppy is sold on _____, at the total price of \$ _____.

A deposit of \$ _____ was placed on said puppy on this day _____.

Leaving a balance of \$ _____ to be paid in cash at pickup or delivery. 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. Pick deposits may be transferrable if your "Wants" are not fulfilled.

Funds excepted at no fee: Cash, Facebook messenger, Venmo, and personal check (deposit only).

Puppy 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** sold by Selway Australian Cattle Dogs come with a two-year health guarantee against inheritable diseases known to be carried by Australian Cattle Dogs, Congenital and/or Hereditary Diseases. Puppy can carry 1 copy of a hereditary disease, which doesn't mean they have a hereditary disease. Selway Australian Cattle Dogs guarantees said puppy will be free from major diseases "ie: Parvo, Distemper, and Rabies 48 hours from the date of the acquirement. All puppies are in sound condition upon leaving sellers facility. I require that buyer; takes dog/puppy to a certified veterinarian with 72 hours of receiving him/her failure to do so will make the health guarantee null and void. This 2 year health guarantee does NOT cover common illness, or disease from environmental factors given the unpredictable nature of illnesses that can result from contact with the soil/other dogs, poor diet/neglect once puppy is purchased, or illnesses and diseases of parasitic nature, examples of what this guarantee does NOT cover are: Kennel cough, or respiratory illness, Parvo, Lepto, Distemper, any common parasite such as hookworms, round worms, giardia, coccidian, etc. Should a vet find this puppy

to have a congenital defect, the buyer must send proof of vet exam within 8 hours of the exam. The buyer has the option to return the puppy for an exchange puppy at seller's discretion, or the buyer may keep puppy and obtain a replacement/exchange puppy. Exchange puppy must be of equal value or buyer will be required to pay difference. If no puppy is available, buyer will be placed on priority waiting list. Seller will not be held responsible for any vet work, exams, medicines, X-rays, or any diagnostic tests run on puppy, REGARDLESS of outcome, it is solely the buyer's responsibility. Any transport, and the costs for transport (either to bring the puppy back or obtain a new puppy) are the responsibility of the buyer. This health guarantee covers CONGENITAL defects, which are proven hereditary, fatal, and/or life altering, or defects that can affect lifespan.

- a. Buyer acknowledges that puppy being sold will be properly immunized according to age with a DHPP vaccine (Distemper/Parvo). Buyer acknowledges that this puppy has not had a full set of vaccinations therefore is susceptible to diseases if exposed irresponsibly (dog parks, etc). Buyer is responsible to have a licensed veterinarian administer the rest of the vaccine series/regimen following the vaccine given by the breeder. Puppies 1st shot of 5 way is at 8 weeks, followed by 2nd and 3rd shot of 9 way, given between 12-13 weeks and 16-17 weeks.
- b. Seller does not guarantee puppy reproductive future if purchased as a breeding dog. Seller does not guarantee fertility or ability to breed/maintain pregnancy.
- c. In order to cover any joint disorders or problems I require that you do NOT spay/neuter your pet early since early spay and neuter has been found to cause development issues. For females I recommend between the first and second heat. For a male, no sooner than 1.5 years old. Unless I have written documentation from your vet for a specific reason you need to alter your pet, early sterilization will void your health guarantee. I also require that puppies be fed a WSAVA guided 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, I will ask you for receipts that you have 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 Selway Australian Cattle Dogs.

4. **PET OWNER RESPONSIBILITY:** Buyer agrees from this day forward to assume all vet responsibility and bills. To provide puppy with a proper diet, finish vaccination series, and take dog to vet whenever necessary to ensure health. Buyer agrees to keep dog on a monthly parasite deworm regime for the first 6 months and then deworm every 6 months after that. Buyer agrees to never improperly house this puppy, puppy will not live on a chain, tie out, or left unattended to run at large, and to always allow puppy to be a loved member of the family.

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 EXCLUSIONS!**
- b. **For Pet Only Purchase said puppy/dog should never be bred!**
- c. **If for some reason, buyer can no longer care or possess said puppy, the dog will return to Seller Selway Australian Cattle Dogs.**
- d. There will be no refunds issued, either partial or whole for any reason.
- e. Puppy/dog must be returned to Selway Australian Cattle Dogs at zero cost, to be properly evaluated, vetted, and either retain the puppy in their ownership or re-home it to an appropriate approved home only!

- f. Selway Australian Cattle Dogs additionally may offer assistance to help buyers rehome their dogs – but breeder **MUST** always be contacted in the event dog needs a new home. In some cases, breeder may offer a replacement if the puppy is not a good “match.”
- g. **If it is found that transfer of ownership of this said puppy/dog, to anyone other than the Seller, Selway Australian Cattle Dogs, the buyer will be assessed a \$2,500 non-compliance fee to Buyer that will be payable to Seller.**
- h. If buyer does not pay fee and legal action is taken to receive the \$2500 non-compliance fee, buyer will also be responsible for all legal court cost associated with recovering the non-compliance fee.
- i. All puppies sold without breeding and full registration rights are sold on a spay/neuter contract. **Spay/Neuter must be completed by the date of:**

- j. If Buyer decides that they would like to purchase the breeding rights and registration of said puppy, they will contact seller before date required for spay/neuter stated above.
- k. Buyer agrees to provide Seller with certificate of spay/neuter of said puppy from a vet by the spay/neuter date stated above.
- l. Failure to spay/neuter said puppy by date stated above will result in a \$2500 non-compliance fee to buyer that will be payable to seller. If buyer does not pay fee and legal action is taken to receive the \$2500 buyer will also be responsible for all legal and courts costs associated with recovering the non-compliance fee.
- m. I, Buyer, have read and accept all terms stated in section 6 “PET ONLY” purchase and understand I will be held accountable if terms are not followed as stated.

Buyer Signature: _____ **Date:** _____

6. FULL RIGHTS purchase: Breeding Rights of said puppy have been purchased.

(Yes or NO) Seller initials: _____

- a. If buyer is purchasing at pet only price and wishes to purchase breeding/full rights after initial purchase, the additional cost would be \$ _____
- b. If buyer decides to purchase breeding rights, they need to notify seller before the spay and neuter date specified in section number 5i. and submit payment for the breeding rights of said puppy.
- c. Seller does not guarantee puppy reproductive future if purchased as a breeding dog. Seller does not guarantee fertility or ability to breed/maintain pregnancy.
- d. Transfer of ownership may be permitted; buyer must have legitimate reason for wanting to transfer ownership of said dog.
- e. Seller always has first right of refusal, Seller must let Selway Australian Cattle Dogs know that they are wanting to re-home their dog. Selway Australian Cattle Dogs will not pay more than the original purchase price of the puppy. Any transport costs to bring back a dog/puppy, are the responsibility of the owner.
- f. Full rights purchase will not breed the dog to another dog that does not have their genetic testing done, dog also may NOT breed to an unregistered dog.
- g. Do NOT breed the puppy/dog before 1.5 years old age, or before the second heat.
- h. Owner will follow the “breed standard” Found on American Stock Dog Registry website.
- i. No Cross breeding of any kind, no doodle breeding!!! We do not allow our dogs to be bred to any other breed besides their own kind.

- j. If it is found that said puppy/dog, is used for breeding doodles or any other cross breeding, the buyer will be assessed a \$2,500 non-compliance fee that will be payable to Seller or dog will be returned Selway Australian Cattle Dogs for irresponsible breeding.

Buyer Signature: _____ **Date:** _____

7. Registration

- A. Our dogs are registered with ASDR
- B. Said puppy will be registered through ASDR
- C. The seller will register all dogs/puppies.
 - 1. 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.
 - 2. It is required that Selway be a part of said puppy's registered name.

8. Contract Jurisdiction:

- a. This contract is under the jurisdiction of the State of Idaho, in the county of Idaho.
- b. It is agreed that the place of venue shall be Kamiah, Idaho
- a. All attorney fees and court costs incurred will be the responsibility of the Buyer.

9. Acceptance of Contract

- a. I, the undersigned buyer, have read, understand, and agree with all the terms and conditions set forth in the purchase contract.

Buyer 1 Signature _____ Date _____

Buyer 2 Signature _____ Date _____

I, the undersigned seller, have read, understand, and agree with all the terms and conditions set forth in the purchase contract.

Seller Signature _____ Date _____

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Kamiah, ID 83536
(208) 792-1405
Chey.prow@gmail.com