



Spay and Neuter Agreement - Addendum B

1. Yes, I understand that my SpaySecure Sterilization Agreement is a binding contract, and that I need to read mine and understand it. I also understand that I can contact SpaySecure for help.

Customer Initial:

2. Yes, I understand that SpaySecure is a contracted company working with my breeder to ensure pet sterilization, and I agree to receive email and SMS text reminders from SpaySecure. I understand that providing incorrect information in the contract is a violation of the agreement and could cause me to miss crucial information about completing it.

Customer Initial:

3. Yes, I understand that I must sterilize my pet by the sterilization deadline, and am only being permitted by my breeder to purchase this pet unsterilized on the condition that I do so.

Customer Initial:

4. Yes, I understand that I must send proof of sterilization by my deadline to SpaySecure, including the Spay and Neuter proof form with the pet's microchip number.

Customer Initial:

5. Yes, I understand that SpaySecure can arbitrate against me for significant financial damages, which I must pay if I fail to sterilize my pet by my deadline. I may also be subject to substantial late fees and placed in a database of non-compliers if I don't sterilize by my deadline and provide adequate proof. I understand that this will not happen if I spay/neuter the pet by the deadline and provide proof to SpaySecure and that I can always contact SpaySecure for help.

Customer Initial:

6. Yes, I understand that my breeder may allow me an extension for an urgent medical reason.

Customer Initial:

7. Yes, I understand that the cost of sterilizing my pet is my responsibility.

Customer Initial:

8. Yes, I understand that I cannot transfer my pet to anyone without notifying my Breeder, and if I do, I will still be liable for the Sterilization Agreement.

Customer Initial:

Customer: * Signature: * Date Signed: 10 / 03 / 2024

Sterilization Deadline: May 8, 2025

SPAY AND NEUTER AGREEMENT

I. PARTIES

A. Parties identified. This document entitled Spay and Neuter Agreement along with its addenda (hereinafter “the Agreement”), is entered into between and among only the following entities (collectively referred to as “the parties”):

1. Full Name * (hereinafter “Customer”);
2. Goldendoodlepaw (hereinafter “Breeder”); and,
3. SpaySecure Pet Services LLC, a California limited liability company (hereinafter “SpaySecure”) as well as any authorized representative thereof.

B. Parties bound. This Agreement binds and inures to the benefit of the parties and to the benefit of their respective heirs, personal representatives, successors, and assigns.

C. Party capacity. Each signatory represents and warrants that they are authorized to sign on behalf of the respective party, have legal capacity to execute the Agreement, and that execution of the Agreement will not violate or breach any other agreement or obligation to which they are presently bound or comprise a default of any agreement.

II. SUBJECT AND INTENT

A. Subject. The Agreement creates a binding contract by the parties regarding the following animal (hereinafter “the Pet”) as specifically identified:

0. Genus: Canis (Dogs)
1. Breed: Goldendoodle
2. Date of birth: May 8, 2024
3. Gender: Male
4. Color: Red
5. Sire: Francis
6. Dam: Stella
7. Date purchased: _____
8. Price paid (without tax): _____
9. Sterilization deadline: May 8, 2025
10. Microchip number: _____

B. Intent. Customer acknowledges that they have purchased or intend to purchase Pet from Breeder and that a material condition of the purchase is that the Pet is not to be bred but is to be altered within a specified date of purchase. Breeder acknowledges that they desire to sell the Pet to Customer yet wish to secure adherence to that material condition. SpaySecure acknowledges that Breeder and Customer require protection in achieving the material condition as an agreed upon goal, and all parties accept that SpaySecure has the interest and ability to independently facilitate and enforce that material condition. All parties agree that Customer is not a “consumer” for purposes of Cal. Code of Civ. Pro. §1284.3(a) and that the Agreement is not a provision of “goods” or “services”.

III. DEFINITIONS

A. Specific terms. The following definitions apply to the Agreement:

1. "Licensed Vet" means a veterinarian currently licensed to practice veterinary medicine in the United States who is not personally related to Customer and has no financial ties to or relationship with Customer.
2. "Neutered" or "Neuter" means surgical castration through removal of the testes or vasectomy.
3. "Spayed" or "Spay" means canine or feline ovariectomy, canine or feline ovariohysterectomy, or surgical removal of the ovaries and uterus.
4. "Sterilization deadline" means that specific date by which Customer must complete all obligations imposed on them under Section IVA.
5. "Sexual Maturity" means the age at which an animal is capable of becoming impregnated and producing offspring, or impregnating another animal.

B. Full disclosure. The parties warrant that in adopting the terms and definitions, none have intentionally concealed any fact known by such person to have a material adverse effect upon another, agree that this Agreement represents a full and final integration of defined terms, and agree that trade usage, custom of industry, course of dealing, and course of performance shall not be implied to affect the definitions otherwise used in the Agreement.

IV. CUSTOMER OBLIGATIONS

A. Sterilization requirement. Customer acknowledges that the Pet has not been spayed or neutered as of the Effective Date and agrees to have the Pet spayed or neutered by a Licensed Vet no later than the Sterilization deadline at Customer's sole expense. The specific date for the Sterilization deadline shall be determined by Breeder and Breeder shall inform Customer and SpaySecure in writing of the date selected. In the event that Pet is both capable of becoming impregnated and producing offspring and Breeder selects a date for the Sterilization deadline that is later than the age of Sexual Maturity, Customer additionally agrees to:

1. Have Pet fully examined by a Licensed Vet at three-month intervals starting from the age of Sexual Maturity;
2. Instruct the Licensed Vet to specifically determine the current fertility status of the Pet;
3. Obtain a written certification by the Licensed Vet upon each examination as to whether the Pet does or does not show any visible and apparent signs of pregnancy; and,
4. Provide such certification to Breeder and SpaySecure.

B. Materiality. Customer acknowledges that causing the Pet to be spayed or neutered by the Sterilization deadline is a material condition of the Pet's purchase. Customer agrees that the sterilization requirement remains a personal obligation of Customer without regard to whether Pet is or is not in the current physical possession of Customer, is or is not licensed to Customer, is or is not microchipped to Customer, or has or has not been conveyed or transferred by Customer to another.

B. Restriction on breeding. Customer agrees that they are not in the business of generally breeding animals of the Pet's genus, that they do not intend to breed animals of Pet's genus for any purpose, that they do not intend to breed the Pet, and that they shall not breed the Pet before the Sterilization requirement is completed.

C. Registration. Customer agrees to register at and access the SpaySecure web portal (hereinafter "Web Portal") via an account at SpaySecure.com to obtain credentials and send required evidence

of the Pet's Sterilization if such a portal is available, or via e-mail at contracts@spaysecure.com if such a portal is not available.

1. Customer agrees to complete all requested forms and send the specified identifying information as proof of Sterilization, compliance, and satisfaction of this Agreement by either the Sterilization Deadline or by 10 days after the date of the Sterilization operation, whichever is earlier (hereinafter the "Submission Deadline").
2. Customer agrees to complete and upload a form available on the Web Portal and/or through an email message sent to them as evidence of Pet's Sterilization (hereinafter "Sterilization Form") and shall provide a description of Pet; nature of the Sterilization procedure performed; date of the procedure; the name, signature, and contact information of the Licensed Vet who performed the sterilization; and the name and address of the veterinarian clinic or hospital where the surgery was performed.
3. Customer shall upload the following documents to the Web Portal as evidence of Pet's Sterilization (hereinafter "Evidence"), the completed Sterilization Form, a copy of the invoice for the procedure, and the Spay/Neuter certificate provided by the Licensed Vet. The Sterilization Form must have the complete identifying information of the Pet and shall contain the microchip of the Pet as determined by and attested to by the Licensed Vet.
4. Should no microchip exist or be unlocatable, Customer agrees to, at their own expense, purchase and have the Licensed Vet install a microchip before or at the time of Sterilization, but no later than the Sterilization Deadline.
5. Customer agrees that lack of internet access does not relieve Customer from compliance with these responsibilities and acknowledges that they may request to submit required Evidence via mail subject to SpaySecure's discretion to accept or reject such request, and the Evidence must be submitted no later than the Submission Deadline.
6. SpaySecure shall have the right, in its sole discretion, to waive submission of any piece of the Evidence. SpaySecure shall not be deemed to have waived the required submission of any Evidence until and unless Customer has received a written notice from SpaySecure waiving such requirement.

D. Time extension. Extension of the Sterilization deadline may only be sought due to a Licensed Vet's reasonable, good faith, and professional judgment that spay or neuter would jeopardize the life or basic health of the Pet. Customer agrees that any extension sought of the Sterilization deadline is also subject to the following conditions:

1. Extensions may only be obtained by application for a 30-day period and only considered upon receipt of a form provided to Customer from SpaySecure (hereinafter the "Extension Form") and legibly endorsed by a Licensed Vet, identifying the determination made, as uploaded to the Web Portal with a fee of \$30.00 per Extension request paid for each extension submitted.
2. Customer agrees that, as to any extension application grant, Pet shall be Sterilized by the date of the extended Sterilization Deadline and that all other obligations shall be complied with, including provision of the Evidence to SpaySecure as required in IV.C.3 above.
3. In the event that Customer has uploaded to the Web Portal a document legibly endorsed by a Licensed Vet certifying a reasonable, good faith and professional judgment that any female Pet cannot be safely Sterilized due to a specific illness or condition and the requested extension or extensions would result in Sterilization of Pet greater than 90 days beyond the Sterilization Deadline, Customer agrees to have a Licensed Vet examine the female Pet every 90 days after the Sterilization Deadline until the Pet is Sterilized, to confirm the Pet has not given birth and is not pregnant. Customer agrees to upload to the

Web Portal a legibly endorsed document from such Licensed Vet stating clearly that the Pet has not given birth and is not pregnant promptly following every such exam.

4. SpaySecure shall have the right, in its sole discretion, to waive submission of the Extension Form upon request from Breeder. SpaySecure shall not be deemed to have waived the Extension Form until and unless Customer has received a written notice from SpaySecure waiving such requirement.

E. Late charges. Customer agrees to pay SpaySecure the sum of \$90.00 for every one-week period (prorated for partial weeks) beyond the Submission Deadline that Customer has failed to submit the Sterilization Form and Evidence. In addition, Customer agrees to pay SpaySecure the sum of \$350 per hour of time spent by any employees, members, or authorized representatives of SpaySecure ensuring Customer's compliance with the Agreement if Customer fails to submit the Sterilization Form and Evidence by the Submission Deadline, including but not limited to correcting any omissions or errors in information provided by Customer about their name, address, date of birth, driver's license number, phone number, or email address. These charges do not limit or restrict any other remedies to which Breeder or SpaySecure may be entitled in enforcing this Agreement.

F. Proof of death. In the event the Pet dies prior to being Sterilized, Customer agrees to upload to the Web Portal an authentic, executed Certificate of Death legibly endorsed by a Licensed Vet.

G. Change of contact information. Customer agrees to, without delay, notify SpaySecure via the Web Portal and via the appropriate form therein of any changes of address, phone number, or email.

H. Release. Customer acknowledges that spay and neuter are surgical procedures and, as with any such procedure, are not without the potential for complications or risks, both known and unknown. Customer does hereby and forever fully waive, release and discharge SpaySecure and Breeder from any and all claims, losses, causes of action, demands, liabilities and obligations, both known and unknown, that arise out of or are in any way related to negligence in Sterilization of the Pet, including, without limitation, injury to or death of the Pet. Customer agrees that this provision shall operate as a covenant not to sue.

I. Cooperation clause and waiver. Customer agrees to take all appropriate actions, and do all things reasonably necessary, proper, or advisable, to effectuate the purposes and intent of this Agreement, including to enable access to any veterinarian record, spay or neuter record, illness diagnosis, pregnancy-related record, diagnosis, test result, and/or death certificate which has been requested by Breeder or by SpaySecure in connection with enforcing the Agreement. Customer expressly waives all rights of privacy or confidentiality otherwise held in such records and agrees that Breeder or SpaySecure's access to or review or retention of such records does not constitute any violation of any privacy or confidentiality right nor may be restricted by assertion of any privacy or confidentiality right.

V. MUTUAL OBLIGATIONS

A. Non-disparagement. The parties agree:

1. To refrain from publishing or disseminating any objectively disparaging or defamatory statements about any other party to any third parties in any form or manner;
2. To refrain from asserting or bringing false, unfounded, or factually or legally baseless claims or charges against any other party in any form or manner; and,

3. To not interfere with the private, business, or domestic lives of any other party, whether through threats, intimidation, harassing behaviors, correspondence, phone calls, texts, e-mails, internet postings, or any other form of communication intended or designed to annoy, torment, vex, or harass the recipient.

B. Disparagement penalty. The parties agree that should any party prove a breach or violation by any other of Section VA above in a formal proceeding, then the aggrieved party is entitled, in addition to any other award or damages, to a non-contestable penalty in the amount of \$5000.00 such that the offending party agrees to confess judgment against themselves and in favor of the aggrieved party in the agreed amount of \$5000.00, authorize any attorney at law to appear in any court of record of any state in the United States and enter such judgment against the offending party, without objection or hearing, waive the issuance and service of process, and waive all rights of review or appeal of such judgment.

C. Advance notice requirement. No party shall be entitled to the disparagement penalty unless before any proceeding is commenced, the party alleging breach of Section VA has first provided the offending party written notice and a reasonable time period in which to cure any alleged breach.

D. Information not considered disparagement. The parties agree that any disclosure by SpaySecure or Breeder to third parties, including without limitation, to other dog or cat breeders, of any alleged breach by Customer of this Agreement, and/or the collection, maintenance, retrieval, or publication of any identifying information of Customer or Pet, shall not constitute "disparagement" as identified in Section VA above.

VI. ENFORCEMENT CONDITIONS

A. Binding Arbitration. The parties agree that any dispute arising out of or relating to this Agreement that is not otherwise privately resolved between the parties shall be exclusively resolved by binding arbitration (hereinafter "the arbitration").

1. The arbitration shall be conducted by California Arbitration & Mediation Services (hereinafter "CAMS"), shall follow those specific policies and procedures set forth by the arbitrator assigned to the dispute by CAMS (hereinafter "the neutral"), and shall comply in general with California Code of Civil Procedure, Title 9, Sections 1280-1294.4 (hereinafter "the California Arbitration Act"). The parties further agree that:

- a. The arbitration shall allow for participation by any party thereto via the party appearing in person, via video conference, via telephone, or via any other reasonable form of remote appearance, and without requiring any other party to appear in the same manner;
- b. The fees and expenses of the arbitration shall be shared equally by the parties except for at the conclusion of the arbitration, the neutral shall award costs and expenses (including the costs of the arbitration previously advanced and the reasonable fees and expenses of attorneys and other experts) to the prevailing party;
- c. The neutral shall render an award within thirty (30) calendar days following the conclusion of the arbitration proceeding;
- d. The decision of the neutral shall be in writing and shall set forth specific findings of fact and conclusions of law; and,
- e. The arbitration award shall be binding upon the parties with no rights of appeal allowed and judgment may be entered upon the award in any court having jurisdiction thereof.

2. The aggrieved party shall provide written notice to the responding party that an arbitration is being sought under this section and once the neutral has been assigned shall arrange an initial joint telephone conference with the neutral and the responding party to confirm the arbitration process. To the extent that a responding party objects to the neutral assigned, they shall raise all objections to the selection at the telephone conference and shall abide by the neutral's decision on those objections.

3. Should the responding party fail to respond or actively refuse to respond to the written notice within 10 days of receipt of the notice, the aggrieved party shall have the option of a) filing a petition with a California Superior Court under California Code of Civil Procedure Section 1281.2 in order to compel arbitration in a state court forum, or of b) requesting that the neutral proceed with presentation of a prima facie case and issue an award subsequent to that presentation consistent with California Code of Civil Procedure Section 1282.2(1)(3). The parties agree that the neutral shall have the specific authority to issue such an award, as well as the general authority to issue an award during the arbitration due to the willful failure or refusal of any party to reasonably participate at any stage of the arbitration.

4. Customer agrees that valid service of any Petition to Compel Arbitration on themselves shall be satisfied by SpaySecure mailing a copy of the Petition to Customer at the mailing address Customer has provided, and by doing so via certified or registered mail regardless of whether Customer's actual signature on the registered mail receipt is acquired or obtained.

5. To the extent SpaySecure elects to arbitrate any claim on Breeder's behalf, Breeder hereby assigns all its rights, and delegates all its duties to SpaySecure, and covenants to assign such existing and future claims relating to or arising out of this Agreement to SpaySecure. Should SpaySecure make such an election, SpaySecure agrees to advance the expenses and fees of arbitration on behalf of Breeder in exchange for Breeder agreeing to reimburse SpaySecure for all such expenses and fees.

6. Should SpaySecure elect not to arbitrate any claim on Breeder's behalf, Breeder shall have the right to arbitrate such claim on their own behalf.

7. SpaySecure may, in its sole discretion, sell or assign an arbitration award or judgment to a collection agency, in which case Breeder shall be entitled to the amount paid by the collection agency, less the aggregate amount of unreimbursed fees and expenses advanced by SpaySecure, which amount SpaySecure shall retain.

B. Liquidated damages; assignment of rights. The parties agree that it would be impracticable or extremely difficult to fix the specific amount in damages incurred by Breeder were Customer to fail to perform their obligations, and all agree to instead estimate such damages from the likely loss in value to Breeder of anticipated profits in selling an unsterilized animal of pet's genus to another. Pursuant to that estimate, the parties agree that, in addition to any other award or damages, Breeder shall be entitled to liquidated damages of \$2500 reflecting a reasonable estimation of the median sales price of an unsterilized animal of the same genus and breed as Pet less the cost of Pet. This damage amount is only to be awarded if it is established in the Arbitrator's findings that Customer has committed a material breach of their obligations, including but not limited to failing to sterilize Pet no later than the Sterilization deadline.

1. In the event that it is established in the Arbitrator's findings that a) Customer has committed a material breach of their obligations, including but not limited to failing to sterilize Pet no later than the Sterilization deadline; b) that Pet has not subsequently produced any offspring; and c) that Pet either is incapable of producing offspring or has been returned back to Breeder, then liquidated damages are to be awarded Breeder in an amount to be determined by the Arbitrator as a calculation of the amount of the median

sales price of an unsterilized animal of the same genus, breed, age, health condition, and equivalent lineage as Pet minus the actual price of Pet which Customer has already paid to Breeder.

2. In the event that it is established in the Arbitrator's findings that a) Customer has committed a material breach of their obligations, including but not limited to failing to sterilize Pet no later than the Sterilization deadline; b) that Pet has not subsequently produced any offspring; and c) that Pet remains capable of producing offspring and has not been returned back to Breeder, then liquidated damages are to be awarded Breeder as described in VIC1 and in addition, the Arbitrator shall order Customer to deliver Pet to Breeder without delay.
3. In the event that it is established in the Arbitrator's findings that a) Customer has committed a material breach of their obligations, including but not limited to failing to sterilize Pet no later than the Sterilization deadline, and b) Pet has subsequently produced offspring, then liquidated damages are to be awarded Breeder as described in VIC1 and VIC2 as applicable, and in addition, the Arbitrator shall order Customer to deliver any and all offspring of Pet to Breeder without delay and to execute an assignment of all ownership rights in any and all offspring produced from Pet.

C. No waiver of remedy. The parties agree that each is entitled to seek all available relief, including but not limited to damages separate and apart from the liquidated damages, temporary or permanent injunctive relief, rescission, or specific performance, either in binding arbitration or in a court of law with competent jurisdiction, and that any failure to enforce any provision of this Agreement at any time will not be deemed a waiver of such provision or any other provision on any other occasion.

D. Attorney fees. The parties agree that should any legal action or other proceeding relating to this Agreement or the enforcement of this Agreement be brought, including any petition or motion to compel arbitration, the prevailing party shall be entitled to recover attorney fees and costs in addition to any other relief to which such a party shall be entitled.

E. Time & Notice. Time is deemed to be of the essence with respect to this Agreement. All parties agree to cooperate fully and promptly, to execute any and all supplementary documents, and to take all additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement which are not inconsistent with its terms. The parties agree that each may contact the other regarding any and all responsibilities under this Agreement.

F. Consent to Recording. By executing this Agreement, Customer acknowledges that the phone lines used by SpaySecure and/or their affiliates may be monitored and/or recorded, and by so executing, Customer therefore (1) consents to the monitoring and/or recording of any and all telephone calls with any of those parties, at any time and from time to time, and of any and all written or electronic communications between officers or employees of the parties, (2) expressly waives any further notice of such monitoring or recording, and (3) agrees to notify (and, if required by law, obtain the consent of) their own officers or employees with respect to such monitoring or recording. Customer also acknowledges and agrees that any such recording may be submitted in evidence to any court or in any proceeding for the purpose of establishing any matters related to this Agreement.

G. Construction. This Agreement, Addendum A, and Addendum B constitute the complete, final, and exclusive embodiment of the entire agreement among the parties with regard to its subject matter.

1. This Agreement supersedes all prior and contemporaneous agreements and communications, whether oral, written, or otherwise, concerning any and all matters contained herein. It is entered into without any reliance on any promise or representation, written or oral, other than those expressly contained herein.
2. This Agreement may not be modified or amended except in writing signed by the parties.
3. If any provision of this Agreement is determined to be invalid or unenforceable whether in part or in whole, this determination will not affect any other provision of this Agreement, and the provision in question will be modified to be rendered enforceable.
4. This Agreement shall be construed and enforced in accordance with the laws of the State of California as applied to contracts made and to be performed entirely within California, without giving effect to its conflict of law principles.
5. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.
6. The parties intend to use and rely upon electronic signatures, which shall be deemed original signatures for all purposes.
7. Any notices, including reminders, provided by SpaySecure to Customer in connection with this Agreement shall constitute transactional notices and not commercial notices.
8. This Agreement has been negotiated by the respective parties through the ability to consult with counsel or experts before execution. The parties understand and agree that each has had a reasonable opportunity to obtain assistance or advice from counsel or from experts before executing this Agreement, and thus agree that any rules of contract interpretation that may otherwise apply against the drafter of the Agreement shall not apply in this matter.

CERTIFICATE

The undersigned state that they have carefully read this Agreement in its entirety, that no promise, inducement, or Agreement not herein expressed has been made to them, and that they voluntarily and knowingly accept its terms and provisions. **THIS DOCUMENT OPERATES IN PART AS A RELEASE OF RIGHTS; READ CAREFULLY BEFORE SIGNING.**

Customer Full name * Signature Date 10 / 03 / 2024
Address * City * State *
Zip * Phone number * Email *
Date of birth * Driver license state and number *

Breeder Full name _____ Signature _____ Date _____
Address 1420 l st City Rio Linda State CA
Zip 95673 Phone number 9162920140 Email goldendoodlepaw@yahoo.com

SpaySecure Pet Services

By

Name: Julian Aveling

Email: contracts@spaysecure.com

ADDENDUM A: RELEASE OF CONFIDENTIAL INFORMATION

A. This Confidential Information Release (“Release”), as Addendum A to the Spay and Neuter Agreement to which it is appended, is entered into by and between SpaySecure Pet Services, LLC (“SpaySecure”) and * (“Customer”).

B. Customer hereby releases any and all veterinary records, chart notes, reports, medical narratives, invoices, and/or related veterinary health files (collectively, “the Confidential Information”) regarding the subject of the Spay and Neuter Agreement identified in that document as the “Pet” and identified herein with microchip number _____, to SpaySecure solely for purposes of SpaySecure confirming Customer’s compliance with the Spay and Neuter Agreement. Customer hereby authorizes SpaySecure to obtain or gain access to the Confidential Information from any veterinarian or veterinary office or facility holding the information in any format under the following restrictions:

1. That SpaySecure agrees a) that the Confidential Information is to be considered personal and proprietary to Customer, b) to hold the Confidential Information in confidence, c) to not use it other than for the purpose stated above or for business directly with Customer, d) to disclose it only to SpaySecure’s own agents or to those whom Customer has specifically identified, and e) to not disclose, disseminate, publish, post, or otherwise reveal the Confidential Information received under this Release to any other party unless given specific prior written authorization by Customer to do so.
2. That any Confidential Information obtained, furnished, or received in tangible form shall not be duplicated by SpaySecure except for purposes of this Release.

C. Customer states that they have carefully read this Agreement in its entirety, that no promise, inducement, or agreement not herein expressed has been made to them, and that they voluntarily and knowingly accepts its terms and provisions.

Customer Full name * Signature * Date 10 / 03 / 2024
Address * City * State *
Zip * Phone number * Email *