



Sterilization Agreement

I. PARTIES

A. Parties identified. This document entitled Sterilization 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. _____ (hereinafter "Customer");
2. _____ (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.

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:

Genus	
Breed	
Date of Birth	
Gender	
Color	
Sire	
Dam	
Microchip Number	
Date Purchased	
Price Paid (without tax)	
STERILIZATION DEADLINE	

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 by a specified date after 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.

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 related to Customer and has no financial, employment, or business relationship with Customer other than the provision of veterinary services in the ordinary course of the veterinarian’s practice.
2. **“Neutered” or “Neuter”** means surgical castration through removal of the testes, or vasectomy (surgical excision or separation of each vas deferens).
3. **“Spayed” or “Spay”** means canine or feline ovariectomy, canine or feline ovariohysterectomy, surgical removal of the ovaries and uterus, or ovary-sparing spay (surgical removal of the uterus, including the cervix, with retention of one or both ovaries).
4. **“Sterilized”** means Spayed or Neutered by a Licensed Vet, and “Sterilization” has a corresponding meaning.
5. **“Sterilization deadline”** means the date by which Customer must complete all obligations imposed on them under Section IV.A.
6. **“Effective Date”** means the date on which the last of the parties executes this Agreement.

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 Sterilized no later than the Sterilization deadline at Customer’s sole expense, and to comply with Section IV.C (together, the “Sterilization Requirement”). The Sterilization deadline is specified in Section II.A.

B. Materiality. Customer acknowledges that the Sterilization Requirement is a material condition of the Pet’s purchase. Customer agrees that the Sterilization Requirement remains a personal obligation of Customer whether or not Pet remains in Customer’s possession, is licensed or microchipped to Customer, or has been conveyed or transferred by Customer to another.

C. 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, that they shall not breed the Pet, and that they shall not collect seminal fluid from the Pet for the purposes of breeding.

D. Registration. Customer agrees to register for and use the SpaySecure web portal at owners.spaysecure.com (hereinafter “Web Portal”) to submit required evidence of the Pet’s Sterilization and to manage Customer’s obligations under this Agreement, or via email at contracts@spaysecure.com if the Web 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 within ten (10) days after the date of the Sterilization operation, and in any event no later than seven (7) days after the Sterilization deadline (hereinafter the “Submission Deadline”).
2. Customer agrees to complete and upload the form published on the Web Portal at the time of submission and/or provided 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 veterinary 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, the completed Veterinary Attestation Form endorsed by the Licensed Vet, and a copy of the invoice for the procedure on the Licensed Vet's letterhead. The Sterilization Form must have the complete identifying information of the Pet and shall contain the microchip number of the Pet as scanned and attested to by the Licensed Vet.
4. Should no microchip exist or be unlocatable, Customer agrees, at their own expense, to 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 certified or registered mail with proof of mailing, 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.

E. Time extension. Extension of the Sterilization deadline may only be sought on the basis of a Licensed Vet's reasonable, good faith, and professional judgment that spay or neuter would jeopardize the life or basic health of the Pet. In place of requesting or continuing any extension, Customer may at any time satisfy the Sterilization Requirement by a hormone-sparing sterilization (vasectomy or ovary-sparing spay, as defined in Sections III.A.2 and III.A.3). A Licensed Vet's endorsement is required for any extension, but an endorsement does not itself extend the Sterilization deadline, and no extension is effective until confirmed in writing by SpaySecure, stating the extended Sterilization deadline. Customer agrees that any extension sought of the Sterilization deadline is also subject to the following conditions:

1. Extensions may only be considered upon receipt of a form provided to Customer by SpaySecure (hereinafter the "Extension Form") and legibly endorsed by a Licensed Vet, identifying the determination made, including the specific medical condition or clinical finding on which the determination rests and the period of extension required ("Extension Period"), which must end on a specified date.
2. If the Pet is a female pet, Customer must upload to the Web Portal, with any request for a further Extension Period and promptly upon SpaySecure's request at any time during an Extension Period, a photo of the Pet, taken within the preceding seven (7) days, which clearly shows its entire body and is provided in the form and manner SpaySecure reasonably specifies to verify its date and authenticity, together with an attestation that the Pet is not pregnant and has not given birth.
3. Extension Forms must be uploaded to the Web Portal.
4. Customer agrees that, as to any granted extension, Pet shall be Sterilized by the extended Sterilization deadline and that all other obligations shall be complied with, including provision of the Evidence to SpaySecure as required in Section IV.D.3 above.
5. In the event that the Pet is a female pet capable of reproduction and the requested extension or extensions would result in Sterilization of Pet greater than ninety (90) days beyond the Sterilization deadline, Customer agrees that the Pet will be prevented from breeding for the duration of the extension, and agrees to upload to the Web Portal, promptly following the end of the Extension Period, an attestation that the Pet has not given birth and is not pregnant.
6. If, at the end of the Extension Period, Customer wishes to apply for a further Extension Period, paragraphs 1-5 above apply.
7. SpaySecure shall have the right, in its sole discretion, to waive submission of the Extension Form. 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.

8. Notwithstanding Section VI.G.2, SpaySecure may, in its sole discretion, extend any deadline under this Agreement by written notice to Customer, effective on delivery without any further signature or agreement. No such extension affects any charges already accrued under Section IV.F, or any other obligation, except as expressly stated in the notice.

F. Late fee and costs. No fee accrues under this Section during the seven (7) days after the Submission Deadline (the "Grace Period"), and SpaySecure shall send Customer at least one reminder before any fee accrues.

1. **Late fee.** If Customer has not submitted the Evidence by the end of the Grace Period, Customer agrees to pay ninety dollars (\$90.00) for each week, or part of a week, of continuing non-compliance. This fee compensates SpaySecure for the ongoing cost of monitoring and keeping a non-compliant matter open. The fee is avoided entirely by submitting by the end of the Grace Period.
2. **Third-party costs.** Customer agrees to pay third-party costs reasonably incurred by SpaySecure in pursuing compliance, including mailing and skip-tracing or search fees.
3. **Notice and payment.** SpaySecure shall give Customer written notice of any amount payable under this Section, by email, SMS, Web Portal notification, or mail to the most recent contact details Customer has provided. Payment is due within thirty (30) days of that notice.
4. **Interest.** Any amount payable under this Section that remains unpaid more than thirty (30) days after notice accrues simple interest, from the thirty-first day until paid, at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law.
5. **Waiver.** SpaySecure is inclined, in its sole discretion, to waive, reduce, or defer any amount under this Section in response to good faith efforts to resolve the matter. Nothing in this Section requires SpaySecure to assess any fee.
6. **Other remedies.** Amounts under this Section are in addition to, and do not limit, any other remedy available to Breeder or SpaySecure under this Agreement, including liquidated damages under Section VI.B. The costs and expenses of arbitration and legal fees are dealt with under NAM's Rules and Section VI.D and are not subject to this Section.
7. **Collection and assignment.** Amounts under this Section are owed to SpaySecure and may be collected independently of any claim by Breeder. SpaySecure may, to the extent permitted by law: (a) refer unpaid amounts to a collection agency, debt buyer, debt servicer, or other collection professional; (b) assign or sell unpaid amounts, in whole or in part, to any such party; (c) commence or maintain proceedings to recover them in any court of competent jurisdiction, including small claims court, as provided in Section VI.C; and (d) report unpaid amounts to consumer reporting agencies to the extent permitted by applicable law. Any such activity shall be conducted in accordance with applicable law. Any assignee succeeds to SpaySecure's rights in the assigned amounts, including the right to recover them and to communicate with Customer about them.
8. **Stated sum on referral.** Upon referral or assignment of any unpaid amount under this Section, or upon commencement of any proceeding to recover it, SpaySecure may state the total sum then due, including accrued fees, costs, and interest through the date of referral. The sum so stated is a fixed amount owed by Customer for the purposes of that referral, assignment, or proceeding, and does not vary thereafter except for further interest, costs, and post-referral amounts permitted under this Agreement.

G. Proof of death. In the event the Pet dies prior to being Sterilized, Customer agrees to notify SpaySecure without delay, and in any event within fourteen (14) days of the death, via the death submission form on the Web Portal, and to upload to the Web Portal an authentic, executed Certificate of Death legibly endorsed by a Licensed Vet within thirty (30) days of the death.

H. Change of contact information. Customer agrees to notify SpaySecure, without delay, via the Web Portal at owners.spaysecure.com, or via email at contracts@spaysecure.com, of any change of address, phone number, or email.



I. 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. Customer expressly waives the protections of California Civil Code Section 1542, which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." Customer knowingly and voluntarily assumes the risk of claims that are presently unknown or unsuspected, and intends this release to apply to all such claims within the scope described above.

J. Information requests and cooperation. Customer agrees to cooperate with SpaySecure in confirming compliance with this Agreement, including by enabling access to any veterinary record, spay or neuter record, illness diagnosis, pregnancy-related record, test result, or death certificate requested in connection with enforcing the Agreement. To the extent permitted by law, Customer waives all rights of confidentiality in such records, and agrees that Breeder's or SpaySecure's access to, review, or retention of them does not violate, and may not be restricted by assertion of, any confidentiality or privacy right.

1. SpaySecure may at any time, by written request, require Customer to confirm the Pet's identity, location, possession, fertility, pregnancy, or Sterilization status. Each request will state what is asked, the form of response, and a deadline at least ten (10) days after the request. SpaySecure will make requests under this Section no more often than is reasonably necessary to confirm compliance.
2. Customer agrees to respond by the stated deadline with the requested attestation and any requested evidence, such as a photo of the Pet taken within the preceding seven (7) days (in the form and manner SpaySecure reasonably specifies to verify its date and authenticity) or confirmation from a Licensed Vet.
3. If Customer does not respond by the deadline, SpaySecure will give a written cure notice allowing at least ten (10) more days. Failure to respond after the cure notice is a material breach of this Agreement.
4. Third-party costs SpaySecure reasonably incurs to verify the matter after a missed cure notice are recoverable under Section IV.F.2.

K. Confirmation of release of obligations. Upon SpaySecure's confirmation that Customer has satisfied all Sterilization and proof-of-Sterilization obligations under Sections IV.A and IV.D, or upon SpaySecure's acceptance of a Certificate of Death submitted under Section IV.G, Customer shall be released from all further obligations under this Agreement, except amounts already accrued under Section IV.F.

L. Transfer and rehoming. Customer shall not sell, give away, transfer, or otherwise relinquish possession of Pet to any person unless either (a) the Sterilization Requirement and the proof obligations under Sections IV.A and IV.D have been satisfied, or (b) the proposed transferee has executed a new Sterilization Agreement with Breeder and SpaySecure for Pet. Customer agrees to notify Breeder and SpaySecure in writing through the Web Portal or by email, no less than ten (10) days before any intended transfer, including the proposed transferee's full legal name, residential address, telephone number, and email address. Unless and until (a) or (b) occurs, all obligations under this Agreement remain the personal obligations of Customer notwithstanding any transfer, as provided in Section IV.B, and Customer is not released from this Agreement by reason of any transfer unless and until SpaySecure confirms in writing that (a) or (b) has occurred. Any transfer or relinquishment of Pet in violation of this Section is a material breach of this Agreement, and all remedies under this Agreement, including the fees and costs under Section IV.F and the liquidated damages under Section VI.B, remain available against Customer.



MY COMMITMENTS

(Form MC-1)

This page forms part of the Sterilization Agreement to which it is attached. Initial each statement to confirm understanding.

1. My SpaySecure Sterilization Agreement is a binding contract. I will read and understand it, and I can contact SpaySecure for help at any time.

Initial: _____

2. SpaySecure works with my breeder to ensure pet sterilization, and I agree to receive email and SMS reminders from SpaySecure. I will keep my contact and pet information accurate, because incorrect information is a violation of this Agreement and could cause me to miss crucial information about completing it.

Initial: _____

3. I must sterilize my pet by the sterilization deadline. My breeder is only permitting me to purchase this pet unsterilized on the condition that I do so.

Initial: _____

4. By my deadline, I must send SpaySecure proof of sterilization, including the Sterilization Form with my pet's microchip number.

Initial: _____

5. If I miss my deadline without providing proof, SpaySecure can seek significant financial damages through arbitration, charge substantial fees, and list me in a database of non-compliers. None of this happens if I sterilize on time and send proof, and I can always contact SpaySecure for help.

Initial: _____

6. An extension of my deadline is possible only if a licensed vet determines that surgery would put my pet's life or basic health at risk.

Initial: _____

7. The cost of sterilizing my pet is my responsibility.

Initial: _____

8. If I need to rehome my pet, I will notify my breeder and SpaySecure first, at least ten (10) days before any transfer. I remain responsible for this Agreement unless the new owner signs a new Sterilization Agreement with Breeder and SpaySecure for my pet.

Initial: _____

Customer: _____ Signature: _____ Date Signed: _____

Sterilization deadline: _____

My pet's name: _____ Microchip number: _____

V. MUTUAL OBLIGATIONS

A. Mutual conduct. The parties agree:

1. To refrain from making any false and defamatory statement of fact about any other party;
2. To refrain from asserting or bringing any claim or charge against any other party that the party knows to be false or asserts in bad faith; and
3. To refrain from harassing, threatening, or intimidating any other party, or interfering with the private, business, or domestic life of any other party through threats, intimidation, or abusive or harassing communications.

B. Protected communications. Nothing in this Agreement restricts, prohibits, or imposes any penalty, fee, or liability upon any party for communicating any truthful statement, honest opinion, or good-faith review, assessment, or complaint concerning any other party or the goods or services it provides, whether made publicly, online, to a government agency, or to any other person. This Section shall not be construed or applied in any manner inconsistent with the Consumer Review Fairness Act, 15 U.S.C. § 45b, or any analogous state law, and any term that would otherwise be inconsistent with that Act is modified to the minimum extent necessary to comply.

C. Remedies and advance notice. No party shall be entitled to any remedy for breach of this Section unless, before commencing any proceeding, the party alleging breach has first given the other party written notice and a reasonable opportunity to cure. Subject to that requirement and to Section V.B, an aggrieved party may pursue the remedies available at law or in equity, including for defamation. No fixed-sum or liquidated damages apply to a breach of this Section.

D. Information not considered a breach. Any disclosure by SpaySecure or Breeder to third parties, including other dog or cat breeders, of any alleged breach by Customer of this Agreement, and the collection, maintenance, retrieval, or publication of any identifying information of Customer or Pet, shall not constitute a breach of this Section.

IMPORTANT: *This Agreement contains a binding arbitration provision. By signing this Agreement, you agree to resolve disputes through arbitration administered by National Arbitration and Mediation (NAM) instead of in court, and you give up and waive certain rights you would otherwise have, including your right to bring a lawsuit in court and your right to a trial by jury. Please read Section VI carefully before signing.*

VI. DISPUTE RESOLUTION AND ENFORCEMENT

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"). The parties understand and agree that, by agreeing to resolve disputes through binding arbitration, each party knowingly and voluntarily gives up and waives its right to bring or pursue any such dispute as a lawsuit in a court of law, its right to have any such dispute decided by a judge or by a jury, and its right to a trial by jury. The parties understand that arbitration is different from a proceeding in court: any such dispute will be decided by a neutral arbitrator rather than by a judge or jury, the arbitrator's decision is final and binding, and judicial review of the arbitrator's award is limited to the narrow grounds permitted by the FAA and applicable law.

1. The arbitration shall be administered by **National Arbitration and Mediation** (hereinafter "NAM") in accordance with NAM's Comprehensive Dispute Resolution Rules and Procedures and NAM's Fees for Disputes When One of the Parties is a Consumer, each as in effect at the time the claim is filed (collectively, "NAM's Rules"). This Agreement evidences a transaction involving interstate commerce, and the parties stipulate and agree that the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. (hereinafter "the FAA"), governs the interpretation, validity, and enforcement of this arbitration agreement. The procedures of the arbitration shall be governed by NAM's Rules. To the extent any

procedural matter is not addressed by the FAA or NAM's Rules, or to the extent the FAA is held inapplicable to any dispute, the arbitration statute of the State that is the seat of the arbitration as determined under this Section VI.A shall apply, and to the extent that State has no applicable arbitration statute, California Code of Civil Procedure, Title 9, Sections 1280-1294.4 shall apply. Information about NAM, including its rules, fee schedules, and procedures, is available at www.namadr.com or by contacting NAM at 1-800-358-2550 or 990 Stewart Avenue, First Floor, Garden City, NY 11530. The parties further agree that:

- a. The seat and legal place of the arbitration, and the location of the arbitration for purposes of NAM's Rules, shall be the State in which Customer resides at the time the Demand for Arbitration is filed. The seat establishes the legal situs of the arbitration and the courts authorized to confirm, enter judgment upon, vacate, or enforce the award. The seat does not require that any hearing be held, or that any party appear, in that State, and the arbitration shall continue to be conducted on Written Submissions and by remote means as provided in this Agreement. Judgment on the award may be entered, and the award confirmed and enforced, in any court of competent jurisdiction in the State of the seat or in any other court in which Customer has consented to personal jurisdiction under this Agreement;
 - b. The arbitration shall allow for participation by any party via the party appearing in person, by video conference, by telephone, or by any other reasonable form of remote appearance, and without requiring any other party to appear in the same manner;
 - c. Unless the parties otherwise agree in writing, the arbitration shall be conducted as an Arbitration based on Written Submissions in accordance with NAM's Rules, and the neutral shall decide the dispute on the basis of the documentary evidence and written submissions of the parties. The neutral may, in the neutral's discretion or upon a party's request, direct that an In-Person/Oral Arbitration Hearing be held, conducted in person or by video conference or telephone, where the neutral determines it is necessary for a full and fair resolution of the dispute;
 - d. The fees and expenses of the arbitration shall be allocated in accordance with NAM's then-current Fee Schedule for Consumer arbitrations. 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, to the extent permitted by NAM's Rules and applicable law;
 - e. The arbitrator shall be selected in accordance with NAM's Rules, and each party shall have an equal right to participate in the selection of the arbitrator as provided by those Rules;
 - f. Each party shall have the right to be represented by counsel or other representative of their own choosing;
 - g. The parties shall have the right to a free exchange of non-privileged information relevant to the dispute through the discovery procedures provided under NAM's Rules;
 - h. The neutral shall render an award within thirty (30) calendar days following the conclusion of the arbitration proceeding, or within such other time as provided by NAM's Rules;
 - i. The decision of the neutral shall be in writing and shall set forth specific findings of fact and conclusions of law;
 - j. The arbitrator may award any remedy or relief that would be available in a court of law or in equity, including but not limited to monetary damages, injunctive relief, specific performance, and rescission; and
 - k. The arbitration award shall be final and binding upon the parties, 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 shall thereafter file the Demand for Arbitration with NAM in accordance with NAM's Rules.

3. Should the responding party fail to respond or actively refuse to respond within the time period provided by NAM's Rules, the aggrieved party shall have the option of (a) filing a petition to compel arbitration in any court of competent jurisdiction, including under the Federal Arbitration Act (9 U.S.C. § 4), California Code of Civil Procedure Section 1281.2, or the analogous arbitration statute of any state in which Customer resides or may be served, or (b) requesting that the neutral proceed with presentation of a prima facie case and issue an award subsequent to that presentation consistent with NAM's Rules, including NAM's Rule governing Non-Participating or Defaulting Parties, and applicable law. 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 Demand for Arbitration, Petition to Compel Arbitration, or other notice or document required to be served under this Agreement or in connection with any arbitration arising out of this Agreement may be effected by any of the following methods, at SpaySecure's or Breeder's election:
 - a. By certified or registered mail, return receipt requested, to the mailing address Customer has provided, regardless of whether Customer's actual signature on the registered mail receipt is acquired or obtained;
 - b. By personal service in the manner provided for service of a summons under California Code of Civil Procedure Section 415.10, or by any other method of personal service permitted under the law of the jurisdiction in which Customer resides or is served; or
 - c. By any additional method of service permitted by NAM's Rules or by California Code of Civil Procedure Section 1290.4.

Customer agrees that service effected by any of the foregoing methods shall constitute valid and sufficient service for all purposes, including for the commencement of arbitration and for any subsequent petition or motion to compel arbitration, confirm an award, or enforce a judgment. The service methods authorized in this Section shall also apply to any post-arbitration or post-judgment proceedings, including but not limited to motions to confirm an award, petitions for issuance of writ, applications for examination of judgment debtor, and notices of garnishment or levy.

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 incurred by SpaySecure with Breeder's prior approval.
6. Should SpaySecure elect not to arbitrate any claim on Breeder's behalf, Breeder shall have the right, upon written request to SpaySecure, 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, debt buyer, or third-party servicer, in which case Breeder shall be entitled to the amount paid by such assignee, less the aggregate amount of unreimbursed fees and expenses advanced by SpaySecure, which amount SpaySecure shall retain.
8. Customer consents to personal jurisdiction in (a) the state and federal courts of California, and (b) any court of competent jurisdiction in the state where Customer resides or may be served, for the purpose of any proceeding arising out of or relating to this Agreement, including any petition to compel arbitration, motion to confirm or enforce an arbitration award, action to collect unpaid fees or other amounts due under this Agreement, or other enforcement proceeding. Customer waives any objection to personal jurisdiction, venue, or forum non conveniens in any such court.

B. Damages for breach of Sterilization Requirement. If Customer breaches the Sterilization Requirement, Breeder may by notice to Customer (which notice may be given by SpaySecure on Breeder's behalf or as assignee) elect to claim liquidated damages of \$_____ to compensate Breeder for the loss caused by the sale of an unsterilized animal. The liquidated damages amount reflects a reasonable estimation of the median sale price of an unsterilized animal of the same genus and breed as Pet less the cost of Pet. Unless Breeder gives a notice under this Section, Customer's liability for breaching the Sterilization Requirement will not be affected by this Section and Breeder may seek to recover from Customer an amount greater than the liquidated damages amount. In any case, this Section does not affect Customer's liability for any other loss not referred to in this Section, and Breeder may seek to recover that loss from Customer (in addition to any liquidated damages amount).

An award of liquidated damages under this Section is cumulative with, and is not reduced by, any order for specific performance of the Sterilization Requirement and any fees, costs, or interest payable under Section IV.F or Section VI.D.

Where the Pet has not been Sterilized and remains capable of reproduction, Breeder may instead, by notice given in the same manner, elect delivery of the Pet to Breeder in place of the liquidated damages, but not both, and the arbitrator may order Customer to deliver the Pet accordingly.

C. No waiver of remedy. The parties agree that each is entitled to seek all available relief, including damages separate from the liquidated damages, temporary or permanent injunctive relief, rescission, or specific performance. Such relief shall be sought in binding arbitration under Section VI.A, except that nothing in this Agreement prevents a party from seeking provisional or injunctive relief from a court of competent jurisdiction in aid of arbitration, or from petitioning a court to compel arbitration or to confirm, enforce, vacate, or correct an arbitration award, or from initiating or maintaining an action to collect unpaid fees or other amounts due under Section IV.F, including in small claims court, as provided in Section IV.F.7, and no such filing shall waive any right to arbitrate or render arbitration non-exclusive as to the merits of any dispute subject to Section VI.A. The parties further agree 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 and 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 this Agreement. The parties agree that each may contact the other regarding any and all responsibilities under this Agreement.

1. Any notice or other communication under this Agreement may be given by email, SMS, Web Portal notification, or mail to the most recent contact details the recipient has provided.
2. A notice is taken to be received: if given by email, SMS, or Web Portal notification, on the day it is sent; if given by mail within the United States, on the fifth (5th) business day after mailing, whether or not actually received.
3. The contact details most recently provided by Customer under Section IV.H constitute Customer's designated address for notices and Customer's last-known residence or mailing address for the purposes of service of any notice or document sent in connection with this Agreement, including a Demand for Arbitration under NAM's Rules, to the extent permitted by applicable law and NAM's Rules. Customer's failure to notify a change of details under Section IV.H does not invalidate a notice given, or service effected, to the details last provided.

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, 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, including Addendum A, constitutes 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, except that SpaySecure may extend the Sterilization deadline or any other deadline by written notice as provided in Section IV.E.8, without the signature of any other party.
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. The parties intend that the fees under Section IV.F and the liquidated damages under Section VI.B be enforced to the fullest extent permitted by the law that a court or arbitrator applies to the particular issue. If such applicable law would limit, cap, or otherwise render unenforceable any amount or provision of Section IV.F or Section VI.B, whether on grounds of consumer protection, penalty, the law governing liquidated damages, usury, or otherwise, that amount or provision shall be enforced in the reduced amount or modified form that is the maximum permitted under such law, rather than being rendered void or unenforceable in its entirety, and the remainder of that provision and of this Agreement shall continue in full force and effect. This provision applies in addition to, and not in limitation of, the other provisions of this Section VI.G and the interest limitation in Section IV.F.4.
5. 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.
6. 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.
7. The parties intend to use and rely upon electronic signatures, which shall be deemed original signatures for all purposes.
8. Any notices, including reminders, provided by SpaySecure to Customer in connection with this Agreement shall constitute transactional notices and not commercial notices.
9. Each party has had a reasonable opportunity to obtain advice from counsel or experts before executing this Agreement, and the parties agree that any rules of contract interpretation that might otherwise apply against the drafter shall not apply.
10. The following Sections shall survive any termination, completion, or invalidation of this Agreement: Section IV.F (Late Fee and Costs); Section IV.I (Release); Section IV.J (Information Requests and Cooperation); Section V (Mutual Obligations); Section VI.A (Binding Arbitration); Section VI.B (Damages for Breach of Sterilization Requirement); Section VI.C (No Waiver of Remedy); Section VI.D (Attorney Fees); and this Section VI.G (Construction).

H. Waiver of class and representative proceedings. To the fullest extent permitted by applicable law, all disputes arising out of or relating to this Agreement shall be resolved on an individual basis only: Customer waives any right to bring, join, or be included in any class, representative, or consolidated proceeding against SpaySecure or Breeder, whether in arbitration or in court, and no arbitrator may conduct one. This waiver does not limit any non-waivable right Customer has under applicable law, including to seek public injunctive relief, and survives termination of this Agreement and any determination that its arbitration provisions are unenforceable.



CERTIFICATE

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

CUSTOMER

Full Name	Phone	
Email	Address	
City	State	Zip
Signature	Date	

BREEDER

Name	Phone	
Email	Address	
City	State	Zip
Signature	Date	

SPAYSECURE PET SERVICES LLC

By: Authorized Representative
Contact: contracts@spaysecure.com



ADDENDUM A: VETERINARY RECORDS RELEASE

This form, as Addendum A to the Sterilization Agreement to which it is appended, authorizes SpaySecure to verify your pet's sterilization status with veterinary providers. You may provide a copy to your vet if requested.

I, _____ ("Customer"), authorize any veterinarian, veterinary clinic, or animal hospital to release records regarding my pet identified below to SpaySecure Pet Services LLC.

Genus	
Breed	
Date of Birth	
Sex	
Color	
Microchip Number	

Records covered: Sterilization records, spay/neuter certificates, surgical invoices, veterinary examination records, and any related veterinary documentation regarding the pet identified above.

How SpaySecure uses these records: SpaySecure uses veterinary records to verify compliance with your Sterilization Agreement and to administer the Agreement as needed. This may include sharing records with your Breeder, our attorneys, arbitrators, or collection professionals if enforcement of the Agreement becomes necessary, and using records for internal record-keeping and program administration.

Statutory authorization: This authorization constitutes the knowing and informed written consent of the client to any licensed veterinarian to disclose any information concerning an animal patient receiving veterinary services, the client responsible for the animal patient, or the veterinary care provided. Customer intends this authorization to satisfy California Business and Professions Code Section 4857(a) and any analogous or applicable statute, regulation, or rule of professional conduct of any other state, including the state in which the veterinarian or animal patient is located, and to constitute the broadest authorization for the release of veterinary records permitted under applicable law.

Duration: This authorization remains valid until SpaySecure confirms compliance with the Sterilization Agreement or the Agreement is otherwise resolved.

CUSTOMER

Full Name

Phone

Email

Address

City

State

Zip

Signature

Date