

SPAY/NEUTER CONTRACT

Buyer's Name: _____, agrees the puppy purchased was purchased at pet/companion price and understands Buyer has no breeding rights to the puppy being purchased. Buyer agrees this puppy is not to be bred at any time, under any circumstances, either accidentally or intentionally. Buyer further agrees to provide written proof of spay/neuter from Buyer's licensed vet to Seller/Breeder on or before the date the puppy turns 18 months of age and understands that Seller/Breeder must receive such proof on or before this date. Buyer acknowledges and agrees providing written proof of spay/neuter to Seller/Breeder on or before the date the puppy turns 18 months of age is a material term of this contract, without which Seller/Breeder would not have entered into this contract. Buyer acknowledges and agrees if Buyer fails to provide written proof of spay/neuter to Seller/Breeder on or before the date the puppy turns 18 months of age, Buyer shall be deemed to be in material breach of this contract. Buyer understands and agrees that if written proof of spay/neuter is not received by Seller/Breeder on or before the date the puppy turns 18 months of age, Buyer shall surrender said puppy to Seller/Breeder (at Buyer's expense) for material breach of contract. If said puppy is bred, whether intentionally or accidentally, Buyer agrees Buyer shall surrender said puppy back to Seller/Breeder (at Buyer's sole expense) for material breach of contract and shall also pay Seller/Breeder the sum of \$5,000 as liquidated damages, which is Seller/Breeder's best estimates of the date of this contract of the difference between the pet/companion price and the breed price. The purpose of both of these liquidated damages clauses is because the true value of the harm to Seller/Breeder's competitive advantage due to any material breach by Buyer is impossible to estimate with any certainty as of the date of this contract. This contract constitutes a binding legal agreement, the interpretation of which is governed by WI law. Buyer agrees initially to submit to mandatory, binding arbitration before an arbitrator of Seller/Breeder's choosing to resolve any dispute under this contract. Thereafter, any legal action to enforce this contract, including any action to enforce the arbitrator's award, shall be brought in the Stevens Point County District Court, State of WI, without regard to any other provision of law governing venue or choice of law, with the prevailing party to receive all costs of suit and reasonable attorney fees expended to enforce this contract.

Buyers Signature: _____

Date: _____

Seller's Signature:

Date:
