



Spay/Neuter Contract

Once Upon A Doodle works very hard to provide clients with high quality dogs. We have put many years in developing our “brand” of dogs by refining and breeding bloodlines that we feel possess the conformation, health, and temperament we hope to pass on to future generations of puppies. To acquire these desirable characteristics, it is very important to have adequate history of many generations. We as breeders hand select which offspring we will use to breed. Breeding stock must be of appropriate age/weight health, temperament and promote the same in their future offspring. As a result, we have first-hand knowledge of our offspring's health, conformation, and personality/temperaments. In order to control the present and future outcome of our offspring from our lines, we reserve the right to limit the registration/use of our puppies by ensuring that our offspring are not used as breeders. When purchasing a puppy from Once Upon A Doodle, it is understood that our puppies are sold as "family pets" – **NOT** as breeding stock. In purchasing a puppy/offspring from Once Upon A Doodle you agree to enter a spay/neuter contract agreement.

This agreement is made and entered into this _____ day of _____ 202__, by and between, **Once Upon A Doodle, Sydnee and Toby Lynde**, (BREEDER) and _____ (PURCHASER).

DESCRIPTION OF DOG:

Name of Dog:

Date Whelped:

Color:

Microchip:

Place of Birth: Carr, CO (Weld County) Sex:

Sire:

Dam:

BREEDER agrees to sell and the PURCHASER agrees to purchase the Dog described above as a companion Dog subject to the following terms:

1. Permanent ownership of this Dog is contingent upon PURCHASER's compliance with this Contract.
2. As consideration for this Contract, the above-described Dog will be sold to PURCHASER at a significantly discounted price in reliance upon the PURCHASER'S promise to have the Dog spayed or neutered between the dates of _____ and _____.

3. PURCHASER agrees to have the above-described Dog spayed or neutered between the dates of _____ and _____. by a licensed veterinarian of PURCHASER'S choosing. PURCHASER acknowledges that PURCHASER is responsible for all costs associated with the spay or neuter of the Dog and that BREEDER bears no obligation for these costs. Documentation that the spay or neuter has taken place, must be received by BREEDER within fourteen (14) days after the surgery. For the documentation to be adequate, it must include:
- a. the Dog's identifying information (name, breed, color, and microchip number);
 - b. the veterinarian's state license number;
 - c. and veterinarian's signature for verification.
4. Upon receipt of satisfactory certification of the spay/neuter as set forth above, ownership of the Dog set forth above shall be considered completely and permanently transferred from BREEDER to PURCHASER.
5. In the event that the Dog's health does not allow this agreement to be honored, BREEDER must be provided with a statement from PURCHASER'S veterinarian that the Dog is not yet in physical or emotional condition for surgery. This statement must also include:
- a. Dog's identifying information (name, breed, color, and microchip number);
 - b. the veterinarian's state license number;
 - c. and veterinarian's signature for verification

Based upon the veterinarian's evaluation of this Dog PURCHASER will contact the veterinarian and establish the earliest date that the procedure can be performed. PURCHASER will notify the BREEDER of this amendment in writing, at which time all other conditions of this agreement will apply and be enforced. It is the responsibility of the PURCHASER, not the veterinarian, to ensure that BREEDER has received verification that the surgery has been performed.

6. PURCHASER understands that spaying/neutering the Dog after to the age of nine (9) months shall void BREEDER's Health Guarantee.
7. In the case of the puppy's demise on or before the above listed date, a written statement from PURCHASER'S veterinarian must be sent to BREEDER, stating that the puppy has indeed passed away, and the cause of death.
8. Failure to comply with this agreement by the date below and/or any breeding of the Dog, intentional or accidental, unless otherwise agreed to in writing, shall be considered neglect and will be considered a breach of this Contract.

9. In the event of breach, in addition to the remedies set forth below, PURCHASER shall immediately transport the Dog, as well as any puppies born to it, in good health, back to BREEDER. The Dog as well as any puppies born to it, shall be the sole property of BREEDER. PURCHASER will not be entitled to any refund, other compensation, or financial restitution of any kind. PURCHASER further understands and agrees that if the Dog is not returned in a timely matter, BREEDER, its agent, or law-enforcement officer has the express right to enter PURCHASER'S property for the purposes of repossessing said Dog and any puppies born to it. PURCHASER agrees to pay a convenience pick-up fee of \$100.00 at the time of the pickup, as well as any additional expenses incurred by BREEDER as a result of PURCHASER'S failure to timely return the Dog and any puppies to BREEDER.
10. PURCHASER understands and certifies that by voluntarily signing this Contract, PURCHASER is entering into a legal and binding agreement with BREEDER. Breach of any term(s) of this agreement is deemed actionable by BREEDER. In the event of a breach of the agreement, in addition to return of the Dog and any puppies to BREEDER, PURCHASER further agrees that if PURCHASER breaches this Contract, BREEDER has sustained a minimum of \$5,000.00 in liquidated damages due to the loss of control over its breeding lineage, quality of its offspring, and its proprietary genetics.
11. In order to facilitate the collection of damages for breach of contract, PURCHASER waives any challenge to venue and agrees that the appropriate venue for this matter is Weld County, Colorado. Furthermore, PURCHASER agrees to accept service of process by certified mail, return receipt requested, to the address provided in this Contract, and specifically waive any right to receive personal service. If BREEDER is required to enforce the terms of this agreement in court, PURCHASER will also be responsible for attorney fees, filing fees and court costs.
12. This Contract is non-assignable by PURCHASER and contains the entire agreement between the parties. No statement or verbal agreements made by either party not contained in this written Contract shall be valid or binding. This Contract may not be modified or altered except in writing and signed by both parties.
13. No delay or omission by BREEDER in exercising any right under this Contract shall operate as a waiver of that or any other right. A waiver or consent given by BREEDER on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.

14. In the event that any provision of this Contract shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

15. To the extent permitted by law, PURCHASER hereby agrees to indemnify, save and hold harmless, BREEDER and its agents from any loss, liability, damage, or cost (including, but not limited to, injury, illness, death, or other medical, health, or other complications sustained by Dog as a result of spay or neuter surgery or this Contract, veterinary fees or costs, or attorney's fees) that may result from or are in any way connected to this Contract.

PURCHASER has read, understands, and agrees with the terms of this Contract.

By my signature below, I agree to have this Dog spayed/neutered between the dates of _____ and _____. and I understand that this spay/neuter agreement is an agreement that this Dog will not produce a litter of puppies either as purposely bred or by accidental breeding. I also agree that should the Dog not be altered, I will return said Dog back to Once Upon A Doodle, with no refund or other compensation, and shall be held liable to the fullest extent of the law for all damages, costs, and expenses incurred by Once Upon A Doodle and/or its agents.

PURCHASER:

Signature: _____

Date: _____, _____

BREEDER (Once Upon A Doodle, Sydnee and Toby Lynde):

Signature: _____

Date: _____, _____