COMPANION DOG SALES CONTRACT, HEALTH GUARANTEE AND SPAY/NEUTER AGREEMENT

North Carolina - Mecklenburg County

Seller/Breeder: Butterfly Havanese, by Pamela Roberts (collectively referred to in this Agreement as the "Breeder"). Purchaser: The individual identified and signing below ("Purchaser").

Purpose of Agreement. This Agreement sets forth the complete terms governing the sale, health guarantee, registration, care, sterilization, transfer, and breeding restrictions applicable to the dog identified below.

1. CONDITION OF PUPPY AT DELIVERY

At the time the puppy leaves the Breeder's possession, the puppy is represented to be in good health to the best of Pamela Roberts's knowledge and current on age-appropriate vaccinations and deworming. After transfer of possession, Purchaser assumes responsibility for the puppy's routine care, veterinary expenses, safety, housing, nutrition, and general well-being, subject only to the express written guarantees contained in this Agreement.

2. MANDATORY 48-HOUR VETERINARY EXAMINATION

Purchaser must have the puppy examined by a licensed veterinarian within forty-eight (48) hours after taking possession. This examination is a condition precedent to every health guarantee provided in this Agreement.

If Purchaser does not have the puppy examined by a licensed veterinarian within the required 48-hour period, the Health Guarantee becomes null and void in its entirety and the puppy will thereafter be considered purchased AS IS.

If the required examination identifies a life-threatening condition that, in the examining veterinarian's written opinion, existed before the puppy left the Breeder's possession, Purchaser must notify Pamela Roberts promptly and provide the complete written veterinary findings and supporting records. The Breeder may obtain an independent veterinary opinion before approving a claim. If a covered claim is approved, the remedy is replacement with a puppy of comparable value from an available or future litter. No cash refund is provided.

3. ONE-YEAR CONGENITAL OR HEREDITARY HEALTH GUARANTEE

Subject to Purchaser's full compliance with this Agreement, Butterfly Havanese guarantees the puppy for one (1) year from the puppy's date of birth against a congenital or hereditary condition that is medically determined to be life-threatening.

A claim must be supported by written veterinary records sufficient to identify the condition, diagnosis, prognosis, and basis for classifying the condition as congenital or hereditary. Butterfly Havanese may require review by an independent veterinarian.

4. NECROPSY REQUIREMENT FOR DEATH CLAIMS

If the puppy dies during the applicable guarantee period and Purchaser seeks coverage on the basis of a congenital or hereditary condition, a complete necropsy must be performed by a licensed veterinarian, veterinary diagnostic laboratory, or other qualified veterinary pathology provider.

Purchaser must provide Pamela Roberts with the complete final necropsy report and all related diagnostic findings within twenty-four (24) hours after Purchaser receives those final results.

Failure to provide the final results within that 24-hour period voids the applicable claim. The report must establish, with reasonable veterinary certainty, that the cause of death was a congenital or hereditary condition covered by this Agreement.

5. EUTHANASIA

During the health-guarantee period, Purchaser shall notify Pamela Roberts before euthanizing the puppy and obtain approval when reasonably possible. This requirement does not apply when a licensed veterinarian determines that immediate euthanasia is medically necessary to prevent unnecessary suffering and delay would be inhumane. In such an emergency, Purchaser must notify Pamela Roberts as soon as reasonably possible and provide supporting veterinary documentation.

6. NUVET PLUS AUTOSHIP REQUIREMENT

As an express condition of the Health Guarantee, Purchaser agrees to keep the puppy continuously enrolled in the NuVet Plus AutoShip program for the first twelve (12) months following purchase and to administer NuVet Plus consistently as directed.

Purchaser is responsible for maintaining uninterrupted AutoShip enrollment during the required twelve-month period. If AutoShip is cancelled, interrupted, discontinued, or otherwise not maintained during that period, the Health Guarantee becomes null and void. The AutoShip requirement ends after the first twelve months following purchase.

7. EXCLUSIONS FROM HEALTH GUARANTEE

Unless otherwise required by applicable law, the Health Guarantee does not cover ordinary, cosmetic, environmental, parasitic, infectious, or stress-related conditions, including but not limited to the following:

- Internal or external parasites, worms, coccidia, giardia, fleas, ticks, or ear mites.
- Hypoglycemia, minor hernias, retained or open fontanels, minor cosmetic issues, or dewclaw regrowth.
- Illness, injury, or condition caused after delivery by exposure, environment, travel, stress, trauma, neglect, abuse, improper care, or failure to follow veterinary instructions.
- Disease or illness that could reasonably have been prevented through age-appropriate vaccination or routine veterinary care.
- Conditions relating solely to mature size, adult weight, final coat color, coat quality, bite, show potential, breeding quality, adult structure, or temperament development.

8. VETERINARY AND OTHER EXPENSES

Except for the specific replacement remedy expressly stated in this Agreement, Butterfly Havanese is not responsible for veterinary bills, medications, diagnostics, emergency care, boarding, travel, transportation, airfare, shipping, or other expenses incurred by Purchaser. Replacement, where applicable, is the exclusive contractual remedy under the Health Guarantee.

9. PET-ONLY SALE - NO BREEDING RIGHTS

This puppy is sold strictly as a companion animal without breeding rights. No AKC registration application, certificate, transfer, or other AKC registration documentation is included in the sale. Purchaser agrees that the dog shall not be bred, intentionally or accidentally, at any time.

Registration of the dog with any canine registry, kennel club, breed registry, pedigree service, database, association, or other registration organization does not grant, convey, establish, or imply breeding rights.

No registration certificate, pedigree, transfer, ownership designation, full registration, unrestricted registration, breeding eligibility, or similar designation issued by any registry or organization shall modify, supersede, or override the breeding restrictions contained in this Agreement.

Breeding rights may only be granted by a separate written agreement expressly granting those rights and signed by Pamela Roberts.

10. SPAY/NEUTER REQUIREMENT

Purchaser agrees to have the dog spayed or neutered no later than twelve (12) months of age unless Pamela Roberts agrees otherwise in writing.

Proof of sterilization must be provided to Pamela Roberts within fourteen (14) days after the procedure. If a licensed veterinarian determines that sterilization should be delayed beyond twelve months because of a legitimate medical concern, Purchaser must provide a written veterinary statement before the deadline, after which Pamela Roberts and Purchaser may establish a revised deadline in writing.

11. UNAUTHORIZED BREEDING - MATERIAL BREACH AND LIQUIDATED DAMAGES

Purchaser acknowledges that Butterfly Havanese has a legitimate interest in controlling the reproduction, placement, pedigree, health testing, reputation, and future use of its bloodlines, and that damages caused by unauthorized breeding are difficult to calculate precisely at the time this Agreement is made.

If Purchaser intentionally or negligently permits the dog to produce or sire a litter in violation of this Agreement, Purchaser agrees to pay Butterfly Havanese $10,000 as liquidated damages for the unauthorized breeding, plus $2,000 for each puppy produced from that breeding.

The parties agree that these amounts are intended as a reasonable good-faith estimate of anticipated damages and not as punishment. Butterfly Havanese may also seek lawful injunctive or equitable relief to prevent continued or future unauthorized breeding, including an order requiring sterilization, where such relief is available. No duplicative recovery for the same damages is intended.

12. NO RESALE, SHELTER SURRENDER, OR UNAPPROVED TRANSFER

Purchaser shall not sell, lease, auction, raffle, surrender, give away, rehome, consign, broker, or otherwise transfer the dog to a pet shop, commercial broker, animal dealer, research facility, shelter, rescue organization, auction, or similar commercial or institutional facility.

If Purchaser is ever unable or unwilling to keep the dog, Purchaser must contact Pamela Roberts before transferring the dog to any third party. Butterfly Havanese shall have the first opportunity to accept return of the dog or approve an alternative placement in writing. Unless Pamela Roberts agrees otherwise in writing, Purchaser is not entitled to payment from Butterfly Havanese upon return.

13. MATERIAL BREACH AND RETURN OF DOG

A violation of the breeding, sterilization, registration, transfer, or rehoming restrictions constitutes a material breach of this Agreement. Upon material breach, Butterfly Havanese may issue written demand for return or surrender of the dog and may pursue any lawful contractual, injunctive, equitable, or monetary remedy available. Nothing in this Agreement authorizes unlawful self-help, trespass, or entry onto private property without permission or legal authority.

14. AKC REGISTRATION - NOT INCLUDED

rights. Purchaser acknowledges that Butterfly Havanese will not provide any American Kennel Club (AKC) registration application, certificate, transfer, or other AKC registration documentation at sale or at any future date. The purchase price does not include AKC registration privileges or papers. Spaying or neutering does not entitle Purchaser to AKC papers. No breeding rights are conveyed or implied. Any exception requires a separate written agreement signed by Pamela Roberts.

15. NO GUARANTEE OF MATURE SIZE, COLOR, OR SHOW QUALITY

Any projection of mature size, weight, height, color, coat, bite, structure, show potential, or temperament is an estimate only. Butterfly Havanese does not guarantee mature adult size, final color, show quality, breeding quality, testicle descent, bite, or any other future developmental characteristic unless expressly stated in a separate written addendum signed by Pamela Roberts.

16. GOVERNING LAW; EXCLUSIVE JURISDICTION AND VENUE

This Agreement is entered into in Mecklenburg County, North Carolina, and the sale and transfer of the dog occur in Mecklenburg County, North Carolina. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

To the fullest extent permitted by applicable law, any lawsuit, legal proceeding, or other court action arising out of or relating to this Agreement, the sale or ownership of the dog, registration, breeding restrictions, the Health Guarantee, spay/neuter obligations, return provisions, or any alleged breach shall be brought exclusively in a court of competent jurisdiction located in Mecklenburg County, North Carolina.

Purchaser expressly consents to personal jurisdiction in North Carolina and to Mecklenburg County as the exclusive venue for such proceedings, and waives, to the fullest extent permitted by law, any objection based on venue, inconvenience of forum, or Purchaser's residence in another county or state.

17. ENTIRE AGREEMENT; MODIFICATION

This Agreement and any written addenda signed by both parties constitute the entire agreement concerning the dog and supersede prior oral or written representations, advertisements, text messages, social-media communications, or understandings concerning the subjects addressed here. Any modification or waiver must be in writing and signed by both Purchaser and Pamela Roberts.

18. SEVERABILITY

If any provision of this Agreement is found invalid, illegal, or unenforceable, that provision shall be enforced to the maximum extent permitted by law, and the remaining provisions shall remain in full force and effect.

19. NO WAIVER

The failure or delay of Butterfly Havanese or Pamela Roberts to enforce any provision on one occasion does not waive the right to enforce that provision or any other provision in the future.

20. PURCHASER ACKNOWLEDGMENT

Purchaser acknowledges that Purchaser has read this Agreement in its entirety, understands its terms, has had the opportunity to ask questions and seek independent legal advice, and voluntarily agrees to be bound by it. Purchaser specifically acknowledges the pet-only/no-breeding restriction, 48-hour veterinary examination requirement, NuVet Plus AutoShip requirement, spay/neuter obligation, unauthorized-breeding liquidated-damages provision, and Mecklenburg County exclusive-venue provision.

DOG INFORMATION

Breed		**Sex**	
Color/Markings		**Date of Birth**	
Registered Name		**Microchip Number**	
Purchase Price	$	**Date of Transfer**	

PURCHASER INFORMATION

Purchaser Name	
Street Address	
City / State / ZIP	
Telephone	
Email	

SIGNATURES

Purchaser Signature: _____ Date: _____

Printed Name: _____

Breeder: Butterfly Havanese

By: Pamela Roberts: _____ Date: _____

Purchaser acknowledges that the sale and transfer occur in Mecklenburg County, North Carolina, and specifically agrees to the North Carolina governing-law and Mecklenburg County exclusive-venue provisions above.