



ADOPTION CONTRAT (with compulsory sterilization)

Between :

Breeder : Marie-France Cousin
3070 2^{ème} Rang St-Justine de Newton
JOP 1T0 Québec
450-764-3296

And

Named hereinafter “ breeder”

Adoption family:

Named hereinafter “family”

Adopted animal:

General adoption requirements

1. The breeder exerts sensible methods to choose genuine worth animals. Dogs remain living beings that develops according to their needs and their stocks of genetics and behaviour.
2. The adoption family accepts that it is possible for the animal to develop, during it's life, several attitudes, and that it could also be exposed to health problems inherent to it's lifestyle. Among others, when adopting, the family is well informed about inherent problems, specially towards bites, aggressive and/or indecorous territorial behaviours.
3. Notably, the animal must be well treated, the family must respect it's needs of living space and activities of it's own breed, they must feed it well and give it a good shelter, as well as all appropriate veterinarian care and follow-ups.
4. The adoption family must have the dog sterilized according to the veterinary rule book, no later than the _____. In order to assure that the sterilization is done in the compulsory granted delay, the adoption family must make a \$100.00 deposit, which will be reimbursed only on proof of sterilization. If sterilization is not carried out in the aforementioned delay, the breeder can retain, for all legal purpose, the deposit and can also bring on any other action made in this contract.

Health problems

5. The breeder informs, by the present contract, the possibility that the animal develops an hereditary and/or congenital disease, as well as all other health problems, and this, in spite of all the breeder's efforts. The cost of the present transaction is therefore settled taking in consideration that the adoption family accepts this possibility. Thus, the adoption family is aware that any appearances of problems in the future are not the cause of hereditary of congenital diseases or that the problem comes from before the adoption.
6. Many circumstances specific to the family's or the animal's habits may cause health problems or even make them worse.
7. In the event of any hereinafter mentioned problems, the breeder will grant to the adoption family the advantages of only the following protections:
 - a) In the event of a veterinarian diagnosis of a severe hereditary or congenital disease (disease depriving the animal to live a normal life, without any possibilities of efficient and sensible treatment) the adoption family has the choice between a complete reimbursement of the price paid for the animal, within 30 days following the diagnosis or the replacement of the animal, from the same breeder, within the following year.



- b) In the event of an hereditary and congenital disease diagnosis depriving substantially the animal, (which means that prevents the animal in regular and meaningful ways to live a normal life), in which case the adopting family has the right to a 50% reimbursement of the animal's value or the possibility to get from the same breeder another animal for 50% of it's original value.
 - c) In the event of a light hereditary or congenital disease diagnosis (which affects occasionally the animal's life), the adopting family has the right to a 25% reimbursement of it's original value.
 - d) Protections written in this contract apply only if the disease is diagnosed by a veterinarian in a two year period following the adoption. Furthermore, the protections written in this contract do not apply if the adoption family does not respect the obligations of paragraph 3 and 4 and if the animal is abused (weight, lack of medical follow-up, etc.). Also, the adoption family must inform the breeder of any problems of congenital and/or hereditary matter in order to benefit from this written protection.
 - e) In the case written in this contract, if the adopting family decide to keep the animal and get reimbursed as mentioned above, the family must have the animal sterilized and present a proof of the operation. The reimbursement from the breeder should be done within 60 days following the reception of the proof of sterilization.
8. Concerning the diagnosed viroses, there is a 15 day guaranty following the adoption, except for the distemper which entitles the family a 20 day guaranty.
9. No claim can be done for fees, medication, support, care, moral prejudice, or any other expense or inconvenience of any kind. The adoption family relinquishes for themselves, for their heir, and their assigns such claims, assuming specifically the risk that they invest money and emotions for the animal. Consequently, if any problems concerning the animal arises, the adoption family accepts expressly that the maximal indemnity is made up of a claim of the value at the time of the adoption. If the animal dies, the adoption family accepts to respect the breeder's right to request an autopsy.

Non transferable clauses

10. The adoption family is not allowed to sell or give the animal without the written permission of the breeder, which may refuse, to his discretion. The breeder has also, to his discretion, the option of taking back the animal adopted by means of this contract.
11. In no way, the adoption family can give or sell the adopted animal, directly or indirectly, to a pet shop or any other animal seller or breeder.
12. If the adoption family, with the permission of the breeder, gives the animal to a third person, this person must countersign this adoption contract and respect the breeder's arrangements, including the non breeding, non transferring clauses and also the joined penalty clause.

Non breeding clauses

13. The adoption family commits to have the animal sterilized no later than _____. Furthermore, the adoption family must sign without any further ado a non breeding clause with the Canadian Border Collies Association.
14. In other respects, from now until the sterilization, the adoption family commits to not tolerate or permit the breeding of the animal, for commercial or non commercial reasons without the written consent of the breeder.

Default clause

15. The adoption family is well informed that the use of the animal for non commercial reasons and the clause of non breeding, are fundamental for the breeder, the aforementioned breeder has invested a



considerable amount of energy to develop genuine worth animals. Consequently, the adoption family agrees that any default to respect the clauses written in paragraph 10,11 and 14 will force them to pay the amount of \$5,000 to the breeder, for damages and interests, without prejudice of any action of injunction or of other nature. The adoption family agrees that irreparable damages could affect the breeder if such a situation occurs.

16. If the court establishes that the default clause written in paragraph 15 is not reasonable, the court must set a reasonable amount for the aforementioned clause.

17. If the adopting family does not have the animal sterilized in the delay granted in this contract, the breeder may, to his discretion, send a written notice informing the adoption family that if they do not confirm the sterilization within 15 days of reception of the notice, the breeder may claim the adopted animal without any reimbursement of the amount already paid. Beyond the delay, the parties agree that the breeder will become again the one and only owner of the adopted animal and may regain possession without any delay or indemnity.

Other clause

18. The parties agree that all litigation will be decided in the Montreal judicial district according to the Quebec laws.

Other conditions:

Signed the:
At :

Signed the:
At :

Breeder

Adoption family