



WEST SANDS ADOPTIONS

Client Contract and Commitment

At West Sands Adoptions, we strive to provide adoption services in the best interests of the children we serve. West Sands Adoptions is Hague-compliant, and working to make sure that our adoptions meet strict Hague requirements. Our contracts and documentation on client cases are designed to uphold international standards and preserve our ability to provide high-quality services for future families and children. Therefore, our client families must be aware that failure to comply with our agency contracts and policies is just cause for termination of agreements and discharge from our international adoption programs.

APPLICATION and AGREEMENT CONTRACT entered into this ____ day of _____, 20____, by and between West Sands Adoptions, a Utah State licensed non-profit agency located at 2265 Calanus Circle, St. George UT, 84790 and _____ and _____, Potential Adoptive Parents whose address is _____.

West Sands Adoptions coordinates the adoption of children internationally and otherwise assists potential adoptive parents in identifying children for adoption and in completing the procedures necessary for the children to be adopted and brought to the potential adoptive parents' state of residence in the United States. Potential adoptive parents understand, covenant, and agree that:

- I. Prior to any other conditions being met:
 - A. Potential adoptive parents will obtain an approved home study report that is in compliance with all applicable federal and state statutes and Hague rules including the rules of the country from which the potential adoptive parents seek to adopt.
 - B. The potential adoptive parents understand that they are to use West Sands Adoptions to perform the home study services if they reside in the state of Utah.
 1. If the potential adoptive parents live outside the state of Utah, West Sands Adoptions must do the following:
 - a. Enter into an agreement with the agency selected by the potential adoptive parents wherein it will be determined which agency will be the "Primary Provider" and which agency will be the "Supervised" or "Exempt Provider." Before entering into any such agreement, West Sands Adoptions must determine suitability of such provider. Potential Adoptive Parents should be aware of West Sands' requirement to determine suitability so as to avoid unnecessary expenses in the event that the agency they have selected does not meet suitability requirements.
 - b. West Sands Adoptions must review and approve the home study prior to completion.
 - c. If West Sands Adoptions is doing only a home study for potential adoptive parents who are adopting through another agency, then West Sands Adoptions' obligations are only to provide a home study report that is Hague compliant. No guarantee as to whether or not the potential adoptive parents will be successful

in adoption using the home study is made. Potential adoptive parents agree to hold West Sands Adoptions blameless should their adoption efforts not be successful or problems surrounding the home study arise.

II. Services to be provided to PAP(s).

West Sands Adoptions agrees to provide services listed below to the potential adoptive parents. West Sands Adoption's responsibilities are strictly limited to those set forth below, and the potential adoptive parents agree and understand that if at any time they desire West Sands to perform services in addition to those listed below, such needs should be raised with the Executive Director of West Sands Adoptions. West Sands Adoptions, at its sole discretion, shall determine whether to accommodate the potential adoptive parents' additional needs, provided however that any agreement by West Sands Adoptions to accept added responsibilities is binding and enforceable only upon express written agreement signed by the Executive Director of West Sands Adoptions and the costs associated with such additional services are set forth in that agreement.

A. West Sands Adoptions shall work with the potential adoptive parents to assist them in the completion, organization, authentication, and submission of all documentation necessary to receive a referral of a child for adoption from a foreign country.

B. If West Sands Adoptions is not performing the home study services, the potential adoptive parents must live outside the State of Utah. West Sands Adoptions agrees to work cooperatively with the home study agency that the potential adoptive parents select, so long as that agency meets suitability requirements.

C. Upon providing the potential adoptive parents with the referral of a child from a foreign country, and the potential adoptive parents' acceptance thereof (hereinafter referred to as the "Child(ren)"), West Sands Adoptions shall work on behalf of the potential adoptive parents to assist them in the completion, organization, finalization, and submission of all documentation necessary for the potential adoptive parents to adopt the Child(ren) from the placing country, provided however that West Sands Adoptions specifically excludes from its obligations specific services listed below.

D. West Sands Adoptions shall provide the potential adoptive parents with all information on the Child(ren) in its physical possession, subject to the limitations listed below.

E. West Sands Adoptions shall, through its agents, assist in the scheduling of all administrative, judicial, and/or other proceedings required by the placing country to effect the adoption of the Child(ren) by the potential adoptive parents.

F. To the extent that the potential adoptive parents are citizens of the United States, West Sands Adoptions shall assist the potential adoptive parents in completing all documentation necessary for the Child(ren) to apply for and acquire an exit visa and gain admission to the United States of America, including arranging and scheduling consular visit(s) and physical examination(s) of the Child(ren) for such purpose.

G. To the extent necessary, West Sands Adoptions will provide or arrange for translation services for all documents.

H. If an event should occur that results in either significant delay (as in a moratorium) or a closing of that country to all adoptions, West Sands Adoptions will work with the potential adoptive

parents to determine if one of our other programs could meet the needs of the potential adoptive parents. In the event that the adoption is not completed for any reason beyond the control of West Sands Adoptions, the potential adoptive parents understand that the fees already paid to West Sands Adoptions and the foreign referral source or other officials/facilitators in a foreign country are not recoverable or refundable.

I. West Sands Adoptions shall communicate on behalf of the potential adoptive parents with the foreign country from which they seek to adopt. NO communication other than through West Sands Adoptions, direct or indirect, between the potential adoptive parents with officials or facilitators in the foreign country, with other agencies who may be working in partnership with West Sands Adoptions, or travel by the potential adoptive parents to the foreign country prior to the official travel date is set and notification of such is given to the potential adoptive parents by West Sands Adoptions is allowed.

III. Potential Adoptive Parents' Duties During the Adoption Process:

Any duties not expressly listed above as being provided by West Sands Adoptions shall be the responsibility of the potential adoptive parents. The potential adoptive parents agree they will undertake all steps necessary for adoption of the Child(ren) including without limitation, the following:

A. Prior to receiving a departure travel date the potential adoptive parents shall successfully complete at their expense a minimum of ten hours of parent preparation education which is approved by West Sands Adoptions. Upon the successful completion of such education, potential adoptive parents will present West Sands Adoptions a letter attesting that they have been informed of, explored, and understand the issues involved in the developmental and social adjustment of foreign born, institutionalized adopted children to their new homes in the potential adoptive parents' country. West Sands may, at its option, either provide or advise the potential adoptive parents how they can obtain such training. If the Executive Director of West Sands Adoptions determines an exception to such training is appropriate such as for potential adoptive parents who have already adopted from a foreign country, who may have undergone such training on a previous adoption or through their home study agency, or who by virtue of other education or experience such training would be redundant, a letter stating the exception was granted and the reasons therefore will be provided to the potential adoptive parents and a copy inserted into their agency files.

B. Potential adoptive parents agree to act in a manner that would not be construed as discourteous, immoral, or insulting towards the US or Foreign authorities or West Sands Adoption's staff, coordinators, consultants, or cooperating agencies. Any such action shall be deemed to be a breach of this Contract and shall constitute cause for termination thereof by West Sands Adoptions. In the sole professional discretion of West Sands Adoptions to serve the best interest of the prospective adoptive child(ren), at any time during the processing of the adoption case, West Sands Adoptions may require the potential adoptive parents to undergo additional counseling, testing, education, and approval(s) prior to placement of a child with the potential adoptive parents.

C. The potential adoptive parents understand and agree that ALL contact to Foreign Adoption Authorities, in-country coordinators/facilitators/attorneys and/or orphanages should be made through West Sands Adoptions unless specific approval in writing is issued by the Executive Director for such direct contact. NO travel to the foreign country prior to the scheduled departure date may be undertaken by potential adoptive parents without similar permission in writing is issued by the Executive Director of West Sands Adoptions.

D. The potential adoptive parents acknowledge that the requirements for specific documents with respect to the adoption process may vary from region to region and from time to time, and may

change with or without notice. To the extent that West Sands Adoptions requests documentation, information and/or materials from the potential adoptive parents for purposes of adoption or post-placement, the potential adoptive parents shall use their best efforts to submit to West Sands Adoptions such documents, information, and materials in the requested form within ten days thereof. All documentation, information, and materials provided at any time by potential adoptive parents shall be accurate and not contain any material omissions.

E. The potential adoptive parents agree to pay West Sands Adoptions all fees set forth in the Statement of Understanding and Obligation fee document (Schedule A) in the amounts, manner, and on the dates set forth therein.

F. Using instructions provided by West Sands Adoptions, the potential adoptive parents shall obtain and present all materials needed to complete their dossier for submission to the foreign country in a timely manner.

G. The potential adoptive parents agree to perform and complete all steps necessary to accomplish the immigration of the Child(ren) to the potential adoptive parents' country, and to formalize citizenship for the Child(ren) according to the laws and procedures of that country.

H. If required by the country that is placing the Child(ren), the potential adoptive parents agree to register the Child(ren)'s adoption with the appropriate officials prior to the potential adoptive parents' departure from that country.

I. Upon return to the United States, the potential adoptive parents shall take any and all steps to record, domesticate, or otherwise legitimize and formalize the Child(ren)'s adoption by the potential adoptive parents as required by the potential adoptive parents' State and the United States, including, without limitation, support obligations and inheritance rights. Potential adoptive parents shall provide properly authenticated copies of all foreign adoption decrees and re-adoption decrees to West Sands Adoptions within 15 days of issuance. All costs associated with the recording and domestication of the adoption of the Child(ren) in the United States shall be the sole responsibility of the potential adoptive parents. Potential adoptive parents shall proceed with State re-adoption, if required by their State of residence, and accept responsibility for obtaining citizenship for their adoptive child(ren) as soon after placement as possible.

J. Potential Adoptive Parents hereby agree to provide copies of all foreign finalization documents to West Sands Adoptions within 15 days of their return home.

K. Potential Adoptive Parents agree to advise West Sands Adoptions if there is any change in their circumstances from the time their home study report is completed through the finalization of the adoption, including, without limitation, (i) a move of their residence, (ii) pregnancy or the addition of another child or adult to their home, (iii) loss of income, (iv) serious illness of one or both potential adoptive parents, (v) either of the potential adoptive parents' arrest for criminal charges, (vi) psychiatric illness of the potential adoptive parents, or other mental, physical, or emotional instability, (vii) alcoholism, drug addiction, or other substance abuse of either of the potential adoptive parents, (viii) child abuse complaint or domestic abuse complaint filed against one or both of the potential adoptive parents and (ix) marital discord including, without limitation, divorce or separation of the potential adoptive parents.

L. The potential adoptive parents grant to West Sands Adoptions permission to disclose to third parties such information as West Sands Adoptions deems necessary for the performance of the services described in this Contract and Agreement. Potential adoptive parents also grant permission to West Sands Adoptions to use photos of them and their Child(ren) in promotional materials and give their phone number/e-mail address to other potential adoptive parents who wish to contact them regarding the service they received from West Sands Adoptions.

IV. Parental Discretion

The commitment to parenthood is a forever commitment. Parenting in general and adoption in particular, can bring unexpected challenges. We at West Sands Adoptions are committed to the children we serve and want to be sure that our adoptive parents are willing to make a lifetime commitment to these children.

The potential adoptive parents may stipulate that the child presented to them for the opportunity of adoption is within certain parameters, subject to certain limitations.

To the extent that potential adoptive parents request that a child be "healthy" or "normal," this request will be subject to potential adoptive parents' understanding of the risks involved in adoption. Potential adoptive parents specifically understand that West Sands Adoptions can not guarantee the health of a child; potential adoptive parents understand that West Sands Adoptions can not guarantee the accuracy of medical information provided on a child; potential adoptive parents understand that any child who has resided in an institution will experience certain heightened health risks and delays whose long term impact is difficult to predict with accuracy. To the extent that potential adoptive parents request that a child be within a certain age range, such age range will be linked to the time of referral, and not linked to the age at the time of placement.

Potential adoptive parents specifically understand the risks described in the Client Understanding of Risk (Schedule B), including the fact that a case may take longer to process with a foreign entity or court system than was predicted. Therefore a child may at the time of placement be older than expected when the assignment was originally accepted.

When a child is assigned to potential adoptive parents for consideration for adoption, potential adoptive parents may retain the right to accept the opportunity to adopt that child or to decline such opportunity, subject to certain limitations. Specifically any decision to decline must be based upon potential adoptive parents' reasonable evaluation of the child(ren), and cannot be based on arbitrary factors or frivolous factors. West Sands Adoptions encourages all adoptive parents to seek outside medical evaluations from qualified practitioners to interpret and evaluate the medical and social information that may be provided. Bases that are considered unreasonable, arbitrary, or frivolous include, without limitation, skin/hair/eye color, ethnicity (or presumed ethnicity), attractiveness, size of the child(ren) and similar. If the child(ren) is declined for adoption as a result of potential adoptive parents' reasonable evaluation of the Child(ren), West Sands Adoptions will attempt to determine if there is another child or children who may meet potential adoptive parents' criteria for adoption. To the extent that these determinations are made while potential adoptive parents are in the foreign country of origin, West Sands Adoptions can not guarantee that an adoption will be completed at that time. Potential adoptive parents hereby understand, acknowledge, and assume the risk that potential adoptive parents' decision to reject a child presented to them may potentially result in that country's officials' refusal to permit potential adoptive parents to adopt any other child from such country. If potential adoptive parents unreasonably or arbitrarily withhold their acceptance of the child(ren), West Sands Adoptions shall have the sole and complete discretion to terminate all further obligations to potential adoptive parents pursuant to this Agreement.

V. Potential Adoptive Parents Duties Following the Adoption Process:

The potential adoptive parents agree to assume the following obligations following the adoption process:

A. Post placement/post adoption obligations:

1. Background: The potential adoptive parents specifically understand that is a difficult decision for any country to agree to allow its orphaned children to leave their homeland to be adopted

internationally. These countries deserve not only our gratitude, but also our respect. Post-Placement/Post-Adoption reports provide clear evidence that *adoption is a positive solution for children who lack permanent families to find loving homes!*

2. In order keep the doors open for the next family who wishes to adopt internationally, it is critical that the potential adoptive parents agree to provide post-placement or post-adoption reports (as applicable) to the officials of the Child(ren)'s country under the requirements that such country has given. Potential adoptive parents' failure to comply with their post-placement/post-adoption obligations could jeopardize the ability of other children from the foreign country from which the potential adoptive parents adopt to find homes with families abroad.

Various countries require different numbers of post-placement and/or post adoption reports according to differing timeframes. Post-placement and Post adoption visits and reports must be completed by a social worker who is licensed to provide the services. If this social worker is not an employee of West Sands Adoptions, post-placement reports can only be completed under supervision of the agency and under a written supervision agreement. Please refer to your written service plan to determine the number of post-placement reports for your case, who may complete those reports, and the fees required to complete those reports.

3. The potential adoptive parents understand and agree to comply with any and all requests by either the foreign adoption officials, state and federal government, cooperating agencies, West Sands Adoptions or others having a legitimate interest to provide required post-placement reports or post-adoption reports (as applicable); to register the adoption with the foreign Embassy/Consulate of the U.S.; or to perform all other follow-up as requested.

4. The potential adoptive parents acknowledge that post placement/post-adoption requirements may vary from country to country, and may change over time with or without notice. West Sands Adoptions will notify the potential adoptive parents of the post-placement/post-adoption requirements of its programs as they exist at the time this contract is in effect. The potential adoptive parents hereby agree to comply with the post-placement/post-adoption obligations as they exist at the time this contract is in effect AND as they may change over time.

West Sands Adoptions will notify potential adoptive parents about the post-placement requirements that exist at the time of placement of the child with them, and will use its best efforts to notify potential adoptive parents of changes as they occur in the future.

Potential adoptive parents will use their best efforts to monitor changes in post-placement requirements of the country from which they adopted the Child(ren) as they evolve over time and to comply with the requirements to the best of their ability.

5. With respect to post placement/post adoption reports, the potential adoptive parents hereby agree to provide post-placement/post adoption reports to West Sands Adoptions and/or to any and all state and federal or foreign licensing agencies that West Sands Adoptions directs at the intervals requested, and in the format required by the foreign country. To the extent required and directed, the reports shall be completed by a duly licensed social worker or home-study agency at the expense of the potential adoptive parents and properly authenticated. All such post-placement or post-adoptive reports shall be submitted (with any required notarization, certification, and/or apostille) in a timely manner so that such reports are received by West Sands Adoptions and any and all state, federal or foreign licensing agencies that West Sands Adoptions directs, in no event later than thirty (30) days from the deadlines provided. With each report, the potential adoptive parents agree to include six (6) photographs of the Child(ren). Prior to departure to the foreign country, potential adoptive parents will pay their Home Study Agency or West Sands Adoptions in advance for up to three years all costs expected to be incurred for such post placement or post adoption reports.

6. The potential adoptive parents' failure to comply with post placement/post adoption obligations will result in immediate and irreparable harm and/or damage to West Sands Adoptions, and entitles West Sands Adoptions to an immediate ex parte injunction and/or specific performance ordering the potential adoptive parents' compliance with the request for documentation, with all legal fees and expenses resulting from such action to be the potential adoptive parents' responsibility.

B. Assistance with Adjustment Difficulties:

West Sands Adoptions believes that it is the right of a child whose family is experiencing adjustment difficulties to receive protection and service. Should potential adoptive parents or their child(ren) experience difficulties in adjustment after adoption, potential adoptive parents agree to notify West Sands Adoptions of such, and potential adoptive parents further agree to cooperate with and accept the assistance or recommendations of West Sands Adoptions in managing the crisis. West Sands Adoptions will evaluate the crisis and provide, recommend, or require additional counseling as needed to resolve the crisis. Potential adoptive parents agree to meet any additional expenses as may be required by such counseling. To the extent that family counseling to handle the crisis does not succeed, and disruption or dissolution is necessary, (1) if the Child(ren) have already been brought to the USA at the time of the dissolution or disruption, the potential adoptive parents hereby consent to the removal of the Child(ren) by appropriate Child Welfare Officials in the potential adoptive parents' State of Residence. Potential adoptive parents agree to cover the costs of temporary care for the child(ren) until they can be re-placed in a permanent home. (2) If the Child(ren) are still in their country of origin at the time of dissolution or disruption, both West Sands Adoptions and the potential adoptive parents shall defer to and cooperate without restraint with government authorities in the Child(ren)s' country of origin to provide protection and service to the Child(ren) and shall honor without contest the decision(s) of such authorities in the matter. The potential adoptive parents agree to cooperate with this re- placement process to the greatest extent possible. While acknowledging West Sands Adoptions has no legal standing in cases of dissolution, and may have little legal standing in cases of disruption of inter-country adoptions, the potential adoptive parents specifically agree to grant West Sands Adoptions the right to participate in any proceeding relating to a new placement of the Child(ren) in the USA. Though West Sands Adoptions stands ready to assist in the best interests of the child and may facilitate temporary placement or re- placement, West Sands Adoptions has and shall assume no obligation to locate alternative placements, respite care, foster care, nor any related service. West Sands Adoptions may participate in finding temporary care for the child and alternative placement for the child only when doing so is a protective measure for the child because the placement is no longer in the child's best interests, and in doing so West Sands Adoptions will consider the child's wishes, age, length of time in the United States, and other pertinent factors before suggesting any alternative placement. Costs for temporary care and fees involved with finding an alternative placement when necessary are the sole responsibility of the potential adoptive parents with whom the child was originally placed. The potential adoptive parents may NOT arrange for return of their adopted Child(ren) to the country of origin. In cases of disruption, West Sands Adoptions will notify the US Secretary of State and the Central Authority in the child's country of origin within 3 business days of learning of the disruption. The child may not be returned to the country of origin unless it is determined by the US Secretary of State or the Central Authority in the child's country of origin that returning the child to the country of origin is in the child's best interests.

Care of their adopted Child(ren) is the sole responsibility of the potential adoptive parents. In the event a disruption occurs prior to a final decree of adoption is issued, either in the foreign country or the USA, The potential adoptive parents shall immediately notify West Sands Adoptions of such. Recognizing West Sands Adoptions has limited resources, particularly in foreign countries, West Sands Adoptions may offer or arrange for counseling and assistance, the expense for which will be the sole responsibility of the potential adoptive parents. If the disruption or dissolution occurs while in the foreign country, the handling of such will be determined by officials of the foreign country.

C. Liability and Responsibility of Potential Adoptive Parents:

Potential adoptive parents understand that a final decree of adoption is legal and binding. Potential adoptive parents further understand that their parental obligation will not be diminished by difficulties inherent to international or domestic adoption. Potential adoptive parents agree to hold West Sands Adoptions, all agency staff, and agency affiliates blameless for any outcome, for any placement, denial/cancellation/failure/disruption of placement, and any related outcome or decision the agency may make or that may occur. Potential adoptive parents further acknowledge that West Sands Adoptions has no responsibility financially or otherwise toward potential adoptive parents' adopted child(ren) in the event of any disability, impairment, condition, issue, and/or illness and agree to hold West Sands Adoptions harmless should any impairment, disability, condition, illness, or issue be present currently or arise in the future.

Fortunately dissolutions and/or disruptions of Inter-country adoptions do not commonly occur, but that they do occur requires mention of such in this contract. In cases where a decree of adoption was issued in a foreign adoption, whether with the potential adoptive parents present at the legal proceeding or by legal proxy, the potential adoptive parents have full liability and responsibility for meeting the needs of their adopted children the same as if they were their biological offspring. Potential adoptive parents are not at liberty to shun these responsibilities if things do not work out as they had anticipated. For potential adoptive parents to abandon their adopted children at any point prior to the Child(ren) obtaining his/her majority or the involvement of legal proceedings where the legal rights of the potential adoptive parents are ended, may invoke the same criminal penalties as abandonment of biological offspring. Disruption occurs between the time the potential adoptive parents assume physical care of their Child(ren) until a legal adoption decree (either foreign or domestic) is issued. Dissolution occurs after a legal decree of adoption (foreign or domestic) has been issued and it is determined the placement can no longer continue/is not in the best interest of the Child(ren). West Sands Adoptions, while ready and anxious to assist potential adoptive parents to avoid either of these situations within the limits of our abilities, can not and will not take on the responsibility of providing alternate care, foster care, or similar in situations where the potential adoptive parents, for whatever reason, determine they will not continue with the adoption(s). The potential adoptive parents understand and accept the responsibilities and liabilities assumed in adoption and agree not to present expectations upon West Sands Adoptions for alternate care of their Child(ren).

VI.Travel:

West Sands Adoptions does not provide or arrange travel for adoptive families, except for in-country arrangements in conjunction with our China programs. The potential adoptive parents understand that all arrangements and changes to travel are the sole responsibility of the potential adoptive parents, and West Sands Adoptions will not be responsible for any rescheduling due to changes, errors, or omission. Irrespective of whether West Sands Adoptions makes reservations on behalf of the potential adoptive parents, the potential adoptive parents hereby assume all obligations to pay any and all expenses related to travel, including, without limitation, airfare, lodging, transportation and meals and further hereby agree to make such payments to travel agents, airlines, hotels, restaurants, and other providers as applicable. To the extent West Sands Adoptions has provided you with an estimate of the travel expenses, this estimate is intended to be a guideline only for the convenience of the potential adoptive parents. The costs of airline tickets or other travel arrangements could change at any time, and West Sands Adoptions assumes no liability if the actual costs of any of the expenses estimated therein exceed the estimated amount. Potential adoptive parents hereby agree to hold West Sands Adoptions harmless in the event that the travel expenses exceed the estimate of expenses provided.

The potential adoptive parents further agree to assume the financial risk, and therefore to pay any additional expenses relating to changes to their itinerary for any reason, as well as for lost tickets

and other documentation required to travel. West Sands Adoptions hereby advises the potential adoptive parents to consider and determine the need to purchase travel insurance, including extraction insurance for all or part of their travel-related expenses for this purpose. Also West Sands Adoptions advises potential adoptive parents to consider the need for immunizations from their local health care provider in a timely manner prior to departure.

The potential adoptive parents agree to hold West Sands Adoptions harmless for the cost of all travel expenses incurred for any reason whatsoever. West Sands Adoptions hereby disclaims liability to the potential adoptive parents for any and all travel, occurrences during travel, adverse reactions to any immunizations, medical treatment, accidents, loss or other occurrences incident to their adoption or adoption travel.

VII. Agreement to be Unconditionally Responsible for the Child(ren):

At the completion of the Child(ren)'s adoption, the potential adoptive parents are solely responsible for the care and treatment of the Child(ren). The potential adoptive parents acknowledge that not every impairment or condition is or can be identifiable or observable at the time the Child(ren) is identified for adoption. The potential adoptive parents have reviewed the Client Understanding of Risk (Schedule B) accompanying this contract and are aware of the risks inherent in the international adoption process. The potential adoptive parents represent and warrant that they are of sound mental and physical health, are not subject to any physical or mental condition or illness, and are not taking any medication or other substance that would in any way inhibit or impair their ability to parent or to make an informed and rational decision to adopt the Child(ren), and are without undue influence from any other person or party. The potential adoptive parents further acknowledge that West Sands Adoptions has no responsibility financial or otherwise toward the potential adoptive parents' or Child(ren) in the event of any disability, impairment, condition, issue, and/or illness and agree to hold West Sands Adoptions harmless should any impairment, disability, condition, illness, or issue be present currently or arise in the future.

VIII. Legal Effect of Foreign Adoption:

Upon the completion of court and/or administrative proceedings necessary for the adoption of the Child(ren) in the placing country, the potential adoptive parents shall assume all legal obligations and responsibilities toward the Child(ren) as if the Child(ren) has been born to them in the potential adoptive parents' Country. The potential adoptive parents agree to accept and execute any and all legal obligations including, but not limited to, providing appropriate housing, food, clothing, education, and medical care to the Child(ren). Under no circumstances shall the adoption of the Child(ren) be set aside or challenged by the potential adoptive parents.

IX. Refund Policy as Stated in Schedule A of this Contract:

I/We have read and understand the Statement of Understanding and Obligation and the Fee Outline for Domestic and International Adoption Programs in their entirety and agree to comply with their conditions. I/We agree to pay our fees in a timely fashion. I/We also understand that in the event of a home study denial prior to start of adoption work that our agency fees (excluding home study fee if conducted by West Sands Adoptions) are refundable, and will be returned to the family within 60 days after it becomes evident that services will not be provided. I/We understand that other than the aforementioned exclusion, all monies paid to West Sands Adoptions are non-refundable. All other fees paid by adopting families are non-refundable, this includes but is not limited to orphanage or child care expenses, travel fees, foreign fees, legal fees, US Immigration fees, or any other fees paid to other adoption professionals in connection with an adoption placement.

X. Modification and Waiver:

Neither this Agreement nor any provision hereof shall be amended or modified or deemed to be amended or modified, except by an agreement in writing duly subscribed and acknowledged with the same formality as this Agreement. Any waiver by any party of any provision of this Agreement or any right or obligation hereunder shall not be controlling, nor shall it prevent or stop such party from thereafter enforcing such provision, right, or obligation. The failure of any party to insist in any one or more instance upon the strict performance of any of the terms of provisions of this Agreement by any other party shall not be construed as a waiver or relinquishment for the future of any such term or provision, but the same shall continue in full force and effect. Notwithstanding any rule of construction or statute to the contrary, this Agreement shall not be construed against the drafter.

XI. Governing Law/Choice of Forum:

All matters affecting the interpretation of this Agreement and the rights of the parties hereto shall be governed by the laws of the State of Utah, and the laws of the United States of America, without resort to its or their conflicts of laws or principles regardless of the jurisdiction in which an action is initiated. The parties hereto agree that the State of Utah, Washington County, is a convenient location and the appropriate location for an arbitration of any dispute under this Agreement. To the extent any matter is not governed by arbitration, the parties further agree that the District Court of Utah, Washington County and the United States District Court, District of Washington County, are the exclusive venues for the resolution of any disputes arising under or relating to this Agreement. The parties consent to personal jurisdiction in these jurisdictions and expressly agree that service of process shall be deemed to be sufficient if original process is sent via any method of evidencing receipt to the last known address of the party.

XII. Termination:

West Sands Adoptions retains the right to terminate this Agreement effective immediately upon written notice if it learns that any of the information that the potential adoptive parents provided to West Sands Adoptions or the home study agency or social worker who completed or approved the home study is false, materially misleading, or changed substantially since the home study report was approved. West Sands Adoptions retains absolute discretion to terminate the Agreement upon learning of the false or misleading information by the potential adoptive parents. Changed circumstances that may constitute cause for termination include, without limitation, (i) loss of income such that the potential adoptive parents are unable to afford another dependent or the cost of adoption; (ii) health of one or both potential adoptive parents would place the secure future of the child in jeopardy; (iii) arrest for criminal charges without proof of rehabilitation; (iv) change in home location or condition such that the housing becomes unsuitable for the safety and well-being of the child; (v) psychiatric sickness of the potential adoptive parents, or other mental, physical, or emotional instability without proof of rehabilitation that could place the child in jeopardy; (vi) alcoholism, drug addiction or other substance abuse without proof of rehabilitation; (vii) child abuse, spouse abuse, or child molestation complaint filed against one or both of the potential adoptive parents; (viii) marital discord, including, without limitation, divorce or separation of the potential adoptive parents; (ix) non-compliance with Hague standards or Agency policies as outlined in this Agreement.

To the extent West Sands Adoptions has reason to believe that representation of the potential adoptive parents does not serve the best interest of a child, West Sands Adoptions retains the right to terminate this Agreement at its sole discretion.

XIII. Limitation of Liability:

The potential adoptive parents agree that in the event a claim or cause of action not precluded by this Agreement or the Attachments thereto is made, under no circumstances shall the liability of

West Sands Adoptions exceed the total payments made to West Sands Adoptions from the potential adoptive parents.

XIV. Waiver of Jury Trial or Mandatory Binding Arbitration:

A. The potential adoptive parents hereby waive their right to trial by jury in any action, suit, or proceeding arising under this Agreement, or relating to the services provided under this Agreement. *If agreed to by both parties*, subject to the exceptions set forth below, any controversy, dispute, or claim arising out of or relating to this Agreement, or the breach thereof shall be resolved by mandatory binding arbitration administered by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This means that by executing this agreement, **each party hereto is waiving its respective rights to assert or defend any dispute under the Agreement at a court hearing, and further waives the right to resolution of such dispute by a judge or by a jury trial.**

B. The following are the sole exceptions to paragraph (a) above:

1. Matters in dispute with a value of \$500 or less may be heard by the Small Claims Court Division of Washington County, Utah District Court.

2. To the extent the potential adoptive parents fail to honor the post-placement/post-adoption obligations set forth above, West Sands Adoptions may pursue all legal action necessary to force compliance with the post-placement requirements, including, without limitation, an action for specific performance or injunctive relief in the Washington County, Utah District Court.

C. All disputes heard in arbitration will be resolved by neutral arbitrator. You are entitled to a fair hearing, but the arbitration procedures are generally simpler and more limited than rules of court. However, **arbitrator decisions are as enforceable as any court order and are subject to very limited review by a court.** Each party will have an equal voice in selecting the arbitrator(s) proposed by the AAA and will split fees and costs incurred evenly. To the extent the controversy referred to the AAA for arbitration can be considered on an expedited basis and or any dispute and/or hearing can be held without an in-person hearing (i.e., by telephone, by written memoranda, or otherwise), the parties hereby consent to implement such rules.

XV. Fairness:

All parties acknowledge that this is a fair agreement and that it is not the result of any fraud, duress, or undue influence exercised by any party upon any other or by any other person or persons upon any party.

XVI. Severability:

In the event that any provision of this Agreement should be held to be contrary to, or invalid under, the law of any country, state, or other jurisdiction, such illegality or invalidity shall not affect in any way any other provision hereof, all of which shall continue, nevertheless, in full force and effect in any country, state or jurisdiction in which such provision is legal and valid.

XVII. Independent Covenants:

Each of the respective rights and obligations of the parties hereunder shall be deemed independent and may be enforced independently, irrespective of any of the other rights and obligations set forth herein.

XVIII. Headings:

Headings are inserted for the convenience of the parties only and shall not be attributes with any substantive meaning for purposes of interpreting this Agreement.

XIX. Entire Understanding:

This Agreement with the attachments duly signed contains the entire understanding of the parties who hereby acknowledge that there have been and are no representations, warranties, covenants, or understanding other than those expressly set forth and that the parties have not entered into this Agreement in reliance upon any provision or understanding not expressly contained herein.

XX. Independent Legal Advice:

West Sands Adoptions encourages the potential adoptive parents to retain independent legal counsel both for the review of this Agreement and its Attachments. Potential adoptive parents should consult local Child Welfare Authorities to determine what, if any, steps are required in their home state for recognitions of the foreign adoption decree. Potential adoptive parents agree to complete such requirements, if any, in a timely fashion. Further, as international adoption agency, it is the primary responsibility of West Sands Adoptions to find families for children, not children for families. West Sands Adoptions represents the best interest of the child at all times. To the extent that the potential adoptive parents determine that a conflict of interest with these goals should arise, West Sands Adoptions will notify the potential adoptive parents thereof, and the potential adoptive parents understand that they may consult with independent legal counsel at their own expense.

Adoptive Parent Name Date

Adoptive Parent Name Date

Adoptive Parent Signature

Adoptive Parent Signature

STATE OF _____

COUNTY OF _____

On this _____ day of _____, in the year 2_____, before me _____, a notary public, personally appeared _____, proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged he/she (they) executed the same.

Witness my hand and official seal.

Notary Public