

ADOPTION SERVICES AGREEMENT

This agreement between Jane Doe and John Doe and For This Child Inc. (“FTC”), an adoption agency in the State of Texas, is as follows:

I. PARTIES TO THIS CONTRACT

Jane Doe and John Doe (“Parents”) and FTC are sometimes referred to in this Agreement collectively as the “Parties.” Parents want to adopt a child from Guatemala. Parents understand that adoption, especially international adoption, is risky and that there are no guarantees. The Parties both acknowledge that circumstances beyond the control of either of the Parties can affect the international adoption process.

II. OBLIGATIONS OF FTC

FTC agrees to provide adoption related services to Parents. These services include, as needed or appropriate:

- Review of Parents’ home study;
- Guidance in Parents’ preparation of an adoption dossier;
- As needed, assist Parents with locating appropriate third party providers so that Parents may obtain counseling services;
- As needed, provide guidance to Parents and their home study providers in obtaining the training required by the Hague Convention on Intercountry Adoption and the corresponding U.S. regulations;
- Guidance in Parents’ application for approval of adoption from the appropriate domestic entity or entities;
- Location and identification of a child for potential adoption;
- Obtaining and supplying available information to Parents about that child (FTC will provide to Parents all information relating to the child’s medical and/or social condition that is available to FTC);
- Assist in Parents’ attempt to qualify in Guatemala as adoptive Parents for the child;
- Assist Parents with travel and immigration arrangements for Parents and the child;
- If necessary and/or appropriate, assist Parents with obtaining post adoption services; and
- Provide agency consent or agreement to adoption.

III. OBLIGATIONS OF PARENT

Parents agree to perform the following duties and accept the following responsibilities:

- Pay all fees and costs as specified in this Agreement;
- Cooperate fully with FTC in the adoption process;
- Initiate and complete the home study process (if Parents do not complete a home study within four (4) months of the date of this Agreement, FTC may cancel this Agreement without penalty);
- Advise FTC of any change in family, work address, home address, or health status throughout the adoption process until it is complete;

- As required by the Hague Convention on Intercountry Adoption and the corresponding U.S. regulations, obtain and provide documentation to FTC of at least ten (10) hours of appropriate adoptive parent training;
- Pay all fees associated with preparation and compiling of documents for Parents' dossier;
- If necessary, travel overseas to complete the adoption (Parents are responsible for all travel expenses);
- Make no illegal, unethical, or unauthorized payment(s) to any person or entity involved in the Guatemalan adoption, nor make any inquiry to any person or entity as to the feasibility of any such payment(s);
- Initiate no contact with Guatemalan officials and/or Guatemalan attorneys without the assistance and/or permission of FTC (FTC will honor reasonable requests regarding such contact);
- Conduct themselves at all times with courtesy and respect for the sovereignty of the Guatemalan people and government and refrain from any acts or statements that might embarrass or harm the reputation of FTC;
- Cooperate in post adoption supervision, including providing at least one post adoption report from a licensed home study provider to FTC and fully complying with the reporting requirements of Guatemala;
- Pay all fees associated with post adoption visits and reports, naturalization, adoption finalization, and/or readoption; and
- Treat, support, and educate their adopted child no differently than they would a biological child born to them (including, but not limited to, inheritance rights).

IV. SELECTION OF CHILD

FTC will make its best good faith effort to identify a child eligible for adoption who meets the criteria set forth in Parents' home study; however, FTC does not allow racial or ethnic preferences in the referral process and will not honor requests for a child with particular racial or ethnic characteristics. FTC will also provide Parents with all medical and social information available to FTC pertaining to the child. Parents are under no obligation to accept any child referred to them by FTC. Parents acknowledge that (a) just as biological parents assume the risk that their child may have medical or psychological conditions, adoptive parents also assume such risk, (b) FTC does not and cannot guarantee that there will be no adverse medical or social conditions relating to the child placed with Parents, and (c) the child may have such conditions that are unknown to FTC. Accordingly, Parents agree not to hold FTC responsible for the medical and/or social condition of the child.

V. ADOPTION REFERRAL AGREEMENT

FTC and Parents agree to enter into an Adoption Referral Agreement when Parents accept a referral of a child for adoption. Parents agree to pay at that time all fees due to FTC upon acceptance of the referral as set forth in section VII of this Agreement.

VI. INTERNATIONAL ADOPTION ENVIRONMENT

Parents acknowledge their understanding that many uncertainties exist during the processing and completion of international adoptions that are outside the control of FTC and those with whom it collaborates in providing adoption services. Accordingly, Parents agree not to hold FTC responsible for delays or other events or complications caused by factors outside its control.

Parents also acknowledge their understanding that FTC cannot and does not assume responsibility for the actions of a foreign government. FTC cannot guarantee that a foreign government entity, institution, Judge, court, or person will not disapprove or invalidate the request of any particular family or individual to adopt a specific child in the country of birth of that child or that any particular foreign country will continue to allow the adoption of children by non-citizens.

Parents further acknowledge their understanding that FTC will make every effort to assure the final adoption and placement of a specific child into the adoptive home but the final authority for approval of the child's adoption and subsequent emigration to the United States is at the discretion of the government and national authorities in the country of the child's birth and of the United States government.

VII. FEES

Agency services, legal services, and administrative and court fees for one child: \$28,000.00

Payable as follows:

\$2,500.00 submitted with contract

\$3,500.00 submitted with dossier

\$11,000.00 upon acceptance of child referral

\$11,000.00 upon finalization (within three business days of exiting PGN)

In paying these fees, Parents acknowledge their understanding that fees are for adoption-related services rendered and are non-refundable once paid. Parents may terminate the adoption process at any time before finalization (exiting PGN). If Parents terminate the process for any reason(s) other than a serious medical issue with the child, all fees incurred to such point are non-refundable and non-transferable. If, however, Parents terminate the process before finalization because of a serious medical issue with the child not known at the time of referral, such fees are transferable to another child referral.

Parents also acknowledge their understanding that FTC's obligations to Parents under this Agreement are limited by FTC's legal obligation to act at all times in the best interests of the child and that FTC may terminate the adoption process at any time if FTC determines in good faith that proceeding with the adoption is not in the best interests of the child. Nothing in this agreement obligates FTC to provide any report or consent favorable to Parents if, in FTC's professional judgment and sole discretion, such a favorable report or consent is not warranted. Moreover, the fees paid by Parents to FTC are for adoption-related services rendered on behalf of the child and Parents and are not payment for a child.

In the event of a country-wide slow down in adoption processing out of the control of FTC (and only in this event), FTC reserves the right to assess a monthly foster care fee not to exceed \$500.00 per month to begin on the first calendar day in the eighth month since the referral of the child. FTC has never implemented this fee in the past and promises only to implement this fee if necessary to maintain the care of the children during a substantial in-country slow down.

Should an escort be required, the fee to have the child escorted to the United States (point of entry) is \$900.00, plus all travel expenses.

VIII. GENDER SELECTION AND REFERRAL WAIT TIMES

Parents understand and acknowledge that selecting the gender of their child will affect referral wait times. In particular, requesting a female infant will probably result in Parents waiting longer for a referral (sometimes quite a bit longer) than parents who do not express a gender preference. Parents understand and acknowledge that FTC cannot predict what the wait time for the referral of a female infant will be at any point in the future.

IX. LIMITED CONFIDENTIALITY WAIVER

Parents understand and acknowledge that FTC, in the course of providing adoption services, may find it necessary to communicate with third parties to assist Parents or to act in the best interest of the child (whether the child has been identified or not). Accordingly, Parents agree FTC may disclose confidential information to health care professionals or entities, social work/home study providers, or governmental agencies with a direct interest in the adoption proceedings (e.g., USCIS, embassies), so long as any such disclosure reveals no more information than is necessary for FTC to provide adoption services (whether to Parents or the child). This provision survives any termination of this Agreement.

X. MEDIATION, CHOICE OF LAW, FORUM SELECTION, MERGER

The Parties agree that if any dispute arises between them that they cannot work out, they will attempt to resolve it through mediation. Parents may choose a neutral mediator, subject to FTC’s agreement to the mediator.

The Parties further agree that if mediation does not work, any lawsuit relating to this Agreement may be brought only in Dallas County, Texas in a state court of competent jurisdiction, that Texas law will apply, that FTC’s liability shall be limited to the total amount of fees paid to FTC by Parents, and that any trial of such lawsuit shall be a bench trial, not a jury trial.

This agreement is the entire agreement between the Parties and may not be modified except in writing signed by both Parties.

For This Child Inc.
By Traci Orr
Its Executive Director

Jane Doe
Date

John Doe
Date