



Heartsent

ADOPTIONS, INC.

Domestic and International Adoption with Heart

140 Brookwood Rd., #100 • Orinda, CA 94563 • Ph (925) 254-8883 • Fax (925) 254-8866 CA License 075202127

454 S. Marengo Ave. • Pasadena, CA 91101 • Ph (626) 793-8333 • Fax (626) 793-2738 Hague Accredited

7940 California Ave. #8 • Fair Oaks, CA 95628 • Ph (925) 254-8883 • By Appointment Only www.heartsent.org

ADOPTION SERVICES CONTRACT

(Country Name)

Adoption Services Agreement (hereinafter called "Agreement") with:

_____ (adoptive family)

who reside at: _____

The adoptive family engages Heartsent Adoptions, Inc. (HAI) to provide adoption services for the purposes of completing an adoption of a child from **COUNTRY NAME**.

U.S. AND FOREIGN FEES:

The adoptive family agrees to pay all fees associated with the adoptive process. Attached to this agreement and incorporated herein is an Estimated Fee Sheet listing the categories and amounts of estimated fees. The adoptive family acknowledges that the listed fees are estimates only and subject to change at any time. The adoptive family understands that a change in fees is one of the risks of an intercountry adoption. The adoptive family acknowledges and agrees that some fees are due prior to travel to the source country for the adoption and other fees are due and payable during the adoptive trip and in the source country. HAI does agree that it will not charge additional fees and expenses beyond those disclosed in this Adoption Services Contract unless the adopting family is notified.

Initial: _____

There may be circumstances whereby HAI foreign agents, in their professional judgment, believe that it is reasonable and necessary to make expenditures in excess of \$1,000 beyond those disclosed previously, in order to continue processing expeditiously the adoption case. In all of those circumstances, HAI will make every effort to gain your prior authorization before making any such expenditure on your behalf. To the extent that such a situation arises and HAI is unable to reach you, and time is of the essence, you as the prospective adoptive parent hereby waive the advance authorization requirement and give HAI permission to make such an expenditure on your behalf. HAI will provide written receipts whenever possible to the adoptive parents for fees and expenses paid directly by HAI or person in the Convention country and will retain copies of such receipts.

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DESCRIPTION OF HAI PRIMARY SERVICES:

HAI will represent the adoptive family in connection with their adoption and perform all services, which in HAI's professional judgment are necessary. These primary services include, but are not limited to the following: (a) HAI will provide the adoptive family with pre- and post-adoption/post-placement services and with the information necessary for the preparation of the adoptive family's dossier in connection with an intercountry adoption. (b) HAI will work with the adoptive parent(s) to assist them in the completion, organization, finalization, translation and submission of all documentation necessary to receive a referral of a child for adoption from a foreign country. (c) If HAI is not performing home study services, HAI agrees to work cooperatively with the home study agency that the adoptive parent(s) selects. (d) Upon providing a referral of a child from a foreign country, and the adoptive parent(s) acceptance of this referral, HAI will work on behalf of the adoptive parent(s) to assist them in the completion, organization, finalization, and submission of all documentation necessary for the adoptive parents to adopt the child(ren) from the placing country; provided, however, that the adoptive family meets all of its obligations as outlined herein. (e) HAI will arrange for and schedule all administrative, judicial and/or other proceedings required by the placing country to effect the adoption of the child(ren) by the adoptive parent(s). (f) To the extent that at least one of the adoptive parent(s) are citizens of the U.S., HAI will assist the adoptive parent(s) 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) HAI agrees to communicate on behalf of the adoptive parents with the foreign country from which they seek to adopt.

GENERAL HAI ADOPTION PROCESS SERVICES:

Upon submission of the adoptive family's dossier, HAI will track its progress so as to generate a referral to the adoptive family as soon as is possible. When HAI receives an adoption referral for the adoptive family HAI will notify the adoptive family and present referral information to the adoptive family for approval. All available information about the child or children to be referred will be provided to the

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adopting family. When HAI receives the written acceptance from the adoptive family of the adoption referral, HAI will notify the referring entity and assist the adoptive family with the necessary paperwork for travel to the source country where the child is located. Once the source country grants travel permission, HAI will provide the adoptive family with travel information and thereafter will conduct a travel preparation meeting. For some countries, HAI provides a Coordinator to assist the adoptive family while traveling. Finally, HAI will assist the adoptive family in completing the necessary post-adoption/post-placement reports, which vary by source country. To the extent necessary, Heartsent will arrange for all translation services, assistance with the child's eventual US citizenship, and will notify the adoptive family of any significant delays in any part of the adoption process as information becomes available to HAI.

This Adoptive Services Agreement does not guarantee that a child will be referred to the adoptive family and placement with the adoptive family cannot be guaranteed. International adoptions are subject to the policies of the source country (See HAI Disclosure of Risks in International Adoption). These policies can change and current understandings with entities in the source countries may be dissolved or modified without notice. If the adoptive family declines the initial referral, HAI will consider, at its discretion, working with the adoptive family at an additional fee to be determined, to obtain a second referral.

ADOPTIVE FAMILY'S RESPONSIBILITIES:

The adoptive family agrees to abide by all program rules and regulations as set forth by HAI. These rules include and are not limited to: timely obtaining all required documents as directed; timely signing all required forms; full, complete and truthful disclosure of all necessary facts and information in response to HAI inquiries, completion of a minimum of 10 hours (12 hours for China adoptions) of pre-adoption education and consultation. The adoptive family and any other individuals acting on behalf of the adoption further agrees not to contact the source child center, the legal system in the foreign country or any other entity in the foreign country related to the adoption in any way as this may jeopardize not only the adoptive family's own referral and adoption, but other HAI families as well. The adoptive family shall pay all costs when invoiced. The adoptive family agrees to conduct themselves at all times during the adoptive process in a courteous manner, being tolerant and diplomatic in their interactions with HAI staff, as well as the foreign country staff. Failure to do so, along with the failure to pay fees when due, the failure to be truthful and candid, or any other violation of HAI policies will result in termination of this Agreement with no refund of any fees.

The adoptive family agrees to perform and complete all steps necessary to accomplish the immigration of the child(ren) to the adoptive parents' country, and to formalize citizenship for the child(ren) according to the laws and procedures of the adoptive family's country. The adoptive family agrees to abide by HAI travel policies when traveling to the foreign country, including limiting travel companions to keep travel groups as small as possible. It is the responsibility of the adoptive family to read HAI travel policies regarding taking children and/or adults on the adoption trip, and to abide by the final decision of HAI regarding travel companions.

The adoptive family agrees to provide HAI with all necessary post-adoption/post-placement and update reports, as required by the foreign country and according to HAI policy. The adoptive family will be notified of reports due, and will be told about the schedule of required post-adoption/post-placement reports prior to signing of this Agreement. The adoptive family agrees to complete necessary re-adoption paperwork in the event of IR-4 Visa cases, at the prompting of HAI. Fees for all reports are due when invoiced.

FINANCIAL OBLIGATIONS AND EXPENSES:

The adoptive parent(s) understand and agree to pay the financial obligations (the "Fees and Expenses") listed on the Fee Sheet enclosed, when invoiced for fees and expenses as outlined.

COUNTRY CHANGE FEE:

In the event that the adoptive family's chosen country enters into a suspension or closure to adoption, or should the adoptive family voluntarily decide at any time during the adoption process to change to a different Agency/Program/Country, there may be additional fees charged to the adoptive family, due at the time of program conversion and other times during the adoption process. These fees are charged on a case-by-case basis after review of the adoptive family's file and depending upon the stage of the adoption when the adoptive family decides to change programs.

REFUND POLICY:

HAI fees are not refundable. No refunds will be made due to governmental delays, policy changes or any other changed circumstances. However, if an event should occur that results in either significant delay (as in a moratorium) or a closing of that country to all adoptions, HAI will work with the adoptive parent(s) to determine if another program could meet the needs of the adoptive parents. In the event that the adoption is not completed for any reason beyond the control of HAI, the adoptive parents understand that the fees already paid to HAI, the foreign referral source or other officials/ facilitators in the foreign country and the U.S. are not refundable or recoverable.

ADOPTION-RELATED EXPENSES DISCLOSURE:

For our direct programs, HAI has provided an estimate of the adoption-related expenses. Although HAI staff do our best to estimate adoption fees accurately, this estimate is intended to be a guideline only for the convenience of the adoptive parents. The costs of any of these expenses are in the control of third parties over whom HAI has no control, and therefore, the costs could change at any time. To the extent that HAI did provide an estimated range for travel or other expenses, HAI assumes no liability if the actual cost of any of the expenses estimated therein exceeds the estimate amount. Adoptive parents hereby agree to hold HAI harmless in the event that the adoption-related expenses exceed the estimate of expenses provided to them.

LIMITATION OF LIABILITY:

The adoptive parent(s) agree that in the event a claim or cause of action not precluded by this Agreement or the Attachments enclosed is made, under no circumstances will the liability of HAI exceed the total of payments made to HAI from the adoptive parent(s).

GOVERNING LAW:

The adoptive family and HAI agree that this Agreement shall be governed in all respects by the laws of the State of California and that all claims relating to the validity, construction, interpretation, and enforcement of this Agreement or arising from this Agreement, whether sounding in contract or tort, shall be determined in accordance with and under the laws of the State of California. The parties further agree that the state court in California shall have exclusive personal and subject matter jurisdiction over the parties and all action, suits and proceedings of any type, instituted by the parties or on their behalf, in connection with or arising from this Agreement. The parties agree that the exclusive venue for such actions, suits and proceedings shall be Contra Costa County, California.

LEGAL EXPENSES:

In action or legal proceeding of any type brought by either party in connection with this Agreement or for any claim arising out of this Agreement, the parties agree that the prevailing party shall be entitled to be reimbursed from the losing party for all reasonable costs, expenses and attorney's fees incurred by the prevailing party in connection with the action or proceeding.

WAIVER:

By signing this Adoption Service Agreement, I/We acknowledge that we have been advised of the risks of international adoption, specifically those risks inherent in the country named in this Agreement from which we have agreed to adopt. Those risks have been explained and discussed by HAI staff, and are spelled out in this Agreement. Through discussion with HAI staff, attendance at Focus Classes, and reading about the risks inherent in International Adoption, the adoptive family agrees to become aware of the issues and risks of their adoption. My/Our waiver of liability is limited and specific, applying to those risks and conditions specified herein. I/We understand that because international adoption risks exist in the process, HAI cannot assure the adoptive parents that there will be successful outcome. I/We hereby agree that if an international adoption risk event occurs with respect to the adoptive parent's adoption case processing or with respect to the long-term health of their adoptive child, the adoptive parents assume the risk, and the consequences of that outcome. The adoptive parent(s) agree to hold HAI harmless for any of the costs incurred during or after the adoption process as a result of the occurrence of an international adoption risk.

The adoptive parent(s) hereby agree to waive liability, and hold harmless, each of HAI's successors, assigns, officers, directors, employees, owners, agents, volunteers, attorneys, representatives and corporate affiliates (collectively, the "Released Parties"), and to fully and forever release the Released Parties from any and all actions, causes of action, suits, debts, accounts, liability, damages, attorney's fees, claims, counterclaims, and demands whatsoever, whether arising in contract or in tort, including claims for negligence, and whether in law or in equity, which the adoptive parent(s) had, now have, or hereafter can, shall or may have for, upon, or by reason of any matter, cause or things whatsoever arising out of or relating to an international adoption risk, and including, without limitation, (a) the political, governmental and administrative conditions in the foreign country; conditions in the foreign country; (b) any problems, delays or failures relating to US-International relations; (c) the medical, mental, social, emotional, and developmental condition of the child(ren); (d) the family background, prior history and care and previous experiences of the child(ren); (e) any changes in the laws, regulations, policies, or administrative requirements of the international placing country, the United States or the adoptive parent(s)' country; (f) any failure of any governmental or administrative judge, agency, official, employee, or agency to approve or promptly process the adoption; (g) war, terrorism, crime, acts of God, natural disasters, or any other conditions, matters, or causes beyond the control of HAI. The adoptive parent(s) further agree to indemnify each of the Released Parties for any claims, costs, damages, or expenses incurred relating to, or arising from, the occurrence of an international adoption risk, including without limitation, unknown medical conditions of the child(ren).

All hold harmless and other provisions contained in this paragraph, elsewhere in this Agreement, and the Attachments thereto are each to be construed to have the broadest meaning permitted by law. Where apparent conflicts exist, the provisions are to be harmonized to provide maximum protection from liability to the Released Parties. Any duplication found in the Agreement and Attachments thereto shall not be cause to strike or nullify one provision in favor of another. This Agreement cannot be modified without written agreement between both parties in writing.

I/We, the adoptive family, have discussed our adoption and concerns with a representative of Heartsent Adoptions, Inc. I/We understand the terms of this contract and agree to be bound by them. Signing of this contract serves as my/our consent for the release of any and all adoption-related information between HAI and appropriate individuals or agencies related to the processing of an adoption. I/We understand HAI's grievance policy and procedures, which allow us to register a complaint with the agency if needed.

For Hague country adoptions, see the attached Adoption Service Plan. Please initial if the Adoption Service Plan is attached. *Initial:* _____

Adoptive Parent 1

Date

Adoptive Parent 2

Date

Heartsent Adoptions, Inc.- Executive Director

Date

Rvsd. 8/2/12