



AdoptLink Consulting Agreement

This document will set forth our agreement
with respect to fees and adoption consulting services
and other possible related direct costs,
as well as mutual commitments to each other.

Adoption Consulting Services. AdoptLink is engaged solely in the profession of adoption consulting, as defined by the State of California, Family Code, commencing with Chapter 1.5, Section 8623. Adoption facilitators may advertise for the purpose of soliciting parties to an adoption or locating children for an adoption, and may act as an intermediary between the parties to an adoption. California Family Code Section 8632.5 requires that all adoption facilitators and referral organizations, regardless of where they are located, providing facilitation services in California, independently from a licensed adoption agency or adoption attorney, must be registered with the California Department of Social Services (CDSS). AdoptLink is in compliance with all California law governing adoption facilitation (consulting) services.

Adoption consulting services provided by AdoptLink are limited to education, support, resources, promotion and networking, and profile booklet preparation.

Once a mutual commitment to adoption is made by the mother of the child/ren and the adoptive parents, it is the responsibility of the adoption agency and/or adoption attorney, or other party outside of AdoptLink, to develop, manage, and further facilitate all aspects of the actual adoption plan, offer or provide counseling, give legal advice, and complete the adoption process. AdoptLink is not contractually or otherwise obligated to participate in the creation, implementation or management of any adoption plan, nor in the legal or social-work aspect of any adoption. If there are areas concerning adoption plan development or management that are not being addressed by parties outside AdoptLink, or if the other involved professionals are not available to provide service, AdoptLink may intervene and assist, with matters determined by AdoptLink to be necessary, possible, legal, and appropriate.

Client has been informed, acknowledges, and fully understands that AdoptLink is an adoption consulting service, has not presented itself as, and is not a private or public licensed adoption agency, licensed psychotherapist or counselor, attorney, law firm, Adoption Service Provider (ASP), investigator, nor a social worker. AdoptLink does not place children for adoption. The birthmother, licensed adoption agency, or licensed attorney places children for adoption where permitted by law. AdoptLink does not offer or provide services in these or other capacities described in this paragraph. **Initials required** _____

Therefore, please be advised that, for separate and additional fees, you must seek the legal advice and services of a competent adoption attorney, a licensed adoption agency if required, and, possibly a counselor, ASP, etc. in your state, and/or the state where the birthparents reside in order to ensure that you will be able to legally adopt the child you locate. **Initials required** _____

Representation. During the term of this Agreement, AdoptLink will act on the behalf of the adoptive parent/s, also referred to as Client, who is/are party to this Agreement.

Conditions. This Agreement shall not take effect, and AdoptLink shall have no obligation to provide services until Client returns a signed copy of this Agreement and pays the required fee stated herein.

Cost for Adoption Consulting Services. AdoptLink will be paid a fee of \$5550.00, for a commitment to render adoption consulting services involving education, support, resources, advertising, networking, and production and distribution of profile booklets in connection with the routine domestic adoption of one child or sibling group within a two-year period, whichever occurs first. The fee paid pursuant to this Agreement is a true retainer, which is consideration for AdoptLink's availability to render services described herein. By signing and dating this document, Client understands that the fee paid is earned in full upon execution of this Agreement. Initials required _____

Receipt. Pursuant to California Family Code, the amount of fees paid to an adoption facilitator (consultant) and any fees or expenses an adoption facilitator (consultant) pays to a third party, such as advertising costs, must be reported to the court in the adoption accounting report as an adoption-related expense. Client's copy of the wire transfer transaction document is the receipt for adoption consulting services. Client agrees to provide this information to their attorney and/or adoption agency for appropriate reporting in the accounting report.

Profile Booklet. At the commencement of this Agreement, Client will provide AdoptLink with an e-mail or CD containing a draft profile document describing their lifestyle. AdoptLink will provide several samples to Client. Furthermore, Client will include 25 or more original color photos of themselves, family, extended family, pets, activities, inside and outside of home, yard, etc. incorporated into the letter. If client cannot accomplish this, AdoptLink will assist. AdoptLink will review and edit the document for content, grammar, spelling, format, etc. In addition, photos will be enhanced as necessary, including enlargement, brightness, contrast, etc., and incorporated into the text of the document. Borders framing the photos, and graphics, will be added at AdoptLink's discretion.

AdoptLink will provide an unlimited number of profile booklets for presentation to mothers presented by AdoptLink.

Additional Potential Costs. Adoption costs and fees not included in the AdoptLink fee, may be, but are not limited to: any or all birthmother-related expenses, attorney fees, adoption agency fees, counseling fees, managing consultant fees, Adoption Service Provider (ASP) fees, advertising fees, financing fees, financial institution fees, any other professional party, regardless of name, title, definition, or location, or when they become involved with any given adoption plan process, travel or lodging expenses, photocopying, postage, any overnight delivery service, Express Mail, Priority Mail, etc.

Client understands that while on occasion birthmothers may contact AdoptLink directly, nearly all available adoption opportunities presented by AdoptLink are provided and managed by other adoption professionals or advertiser who charge fees for services rendered in connection with that adoption situation. Client understands that in order to pursue any adoption situation provided by and/or managed by any adoption professional, they must retain the services of that adoption professional.

Initials required _____

Cancellation of Consulting Services Agreement. For a period of 72 hours after signing this Agreement, and payment of the \$5550.00 fee, Client may revoke (in writing) this signed Agreement. However, if through AdoptLink's efforts, Client enters into an adoption plan with an expectant mother (birthmother) within this timeframe, the fee is considered earned in full and is not refundable. If Client has not entered in an adoption plan with AdoptLink's efforts, within the 72-hour period, Client may request the return of the fee paid, without penalty, except for any reasonable fees actually earned by AdoptLink, based on an hourly fee of \$95.00 per hour, \$300.00 minimum. Refund will be made by a business check within 30 days of receipt of the written request for a refund and will be sent via First Class Mail unless Client agrees to pay for another method of delivery, which cost will be deducted from the refund. This Agreement is not contingent and no portion of the \$5550.00 fee paid is refundable. Initials required _____

Transfer. This Agreement may not be transferred or sold without AdoptLink's written permission.

Communication and Cooperation. Client agrees to be available by cell phone at all times during the course of this Agreement. AdoptLink agrees to keep Client informed by e-mail, telephone, or text message when there is information to share, and promptly respond to Client's inquiries. Client agrees to keep AdoptLink informed by telephone, text message, fax, e-mail, or regular mail service, when there is information to share, or at a minimum of once each month, and to promptly respond to AdoptLink's inquiries.

Client agrees to contact AdoptLink on an ongoing weekly basis to provide and receive a status update, promptly inform AdoptLink of adoption planning developments, abide by this agreement, keep AdoptLink and the representing attorney(s) or other adoption professionals advised of their current telephone numbers and whereabouts. Client further agrees to immediately inform AdoptLink of any changes including, but not limited to, address, telephone numbers, marital status, change in family structure, physical and/or emotional and mental health/and or condition, adoption objectives and/or requirements.

Truth In Information. AdoptLink may obtain information about adoption situations from the birthmother, the referring adoption professional assisting a birthmother, or any health care provider, concerning, but not limited to, race, ethnicity, medical, mental, psychological, emotional, IQ, and social history, use of drugs, cigarettes, and alcohol before and during pregnancy, financial status or needs, insurance coverage, etc.; identity, race, ethnicity, medical, mental, psychological, emotional, IQ, and social history of anyone, and/or the whereabouts of alleged, legal, and/or presumed birthfather/s, etc. However, AdoptLink does NOT perform investigative services and cannot corroborate or guarantee the veracity of any information received. Clients are advised and understand that AdoptLink has NOT undertaken an independent investigation to confirm the birthmother's identity or background beyond what she has voluntarily provided, and there is no intention to conduct such an investigation. AdoptLink has no obligation whatsoever to research or report any arrest/conviction history. Client understands that if an investigation is desired, the additional cost will be borne by them and paid directly to the investigator of their choice. Client hereby holds AdoptLink harmless from any and all liability resulting from their reliance on any and all information provided that is subsequently found to be inaccurate, untrue or incomplete. Initials required _____

Furthermore, AdoptLink cannot and does not guarantee that any circumstances whatsoever, without limitations, surrounding any adoption plan, will remain the same during any time in the duration of the adoption plan. Initials required _____

Legal Advice and Representation, and Agency Services. Client understands that for separate and additional fees, services of a competent and ethical adoption attorney, and a licensed public or private adoption agency (if required), in their state, and/or the state where the birthparents reside must be retained in order to ensure that they will be able to legally adopt. Client understands that services by a competent, qualified, and ethical adoption attorney are essential for both domestic and international independent adoptions and agency adoptions. Client is hereby informed that it may be necessary for the Client to retain separate legal counsel for the birthmother, according to the laws of the state she resides in. It is not the responsibility of AdoptLink to advise Client or birthparents in the laws or procedures of adoption in their state, nor any other state, nor to engage in the unlicensed practice of law in the field of adoption. Initials required _____

No Guarantee. AdoptLink makes no representation as to whether or not potential adoption situations will be available to present to Client in any given timeframe, that Client will be considered or selected by a birthmother, nor that any proposed domestic or international adoption plan will be entered into or complete successfully. There is no guarantee that a birthparent will not commit fraud or that estimated living expenses will remain constant. Client and AdoptLink are not financial partners in any adoption. Client bears all of the financial risk in any potential adoption. Client understands that AdoptLink cannot and does not, at any time, guarantee the physical, emotional, mental, or any condition of any birthmother (or other biological relatives), child or children involved in any adoption, or the final outcome of any adoption plan. AdoptLink cannot and does not guarantee the conduct or performance of services by any party Client retains. AdoptLink does not guarantee that Client's country will permit them to adopt in the USA or that a California adoption can be finalized for nonUSA Clients. Should any or all services provided for under this Agreement become prohibited for any reasons due to changes in applicable laws, AdoptLink is discharged from further performance and no part of the fee paid is refundable. Initials required _____

AdoptLink does not "select" or "match" Client with the birthmother or the birthmother with Client. The birthparents or legal parents of the child and Client must voluntarily and mutually select each other for the purpose of pursuing and completing an adoption. Or, an adoption agency representative or attorney may select an adoptive family if the birthmother/legal parents authorize the adoption agency or attorney to do so.

Best Efforts. Adoption plans sometimes result in failure. It is specifically agreed that any such failure will not be grounds for a refund of any part of any fees paid. This Agreement acknowledges that each party understands that there are significant risks that; there may be financial loss, that either of the birthparents may terminate the adoption plan, either before or after birth of the child, before or after consent/relinquishment/surrender is signed, that estimated living expenses may change without notice, laws may change prohibiting or limiting consulting services or adoption by Client, etc.. However, all parties hereby agree to use their best efforts to effectuate and expedite the purpose of this Agreement within its two-year duration.

Adoption-Related Expenditures. AdoptLink strongly cautions that Client does not commit to or provide any financial assistance to any birthmother, retain an agency or attorney to represent her, or buy transportation to meet her without advice from their adoption attorney or adoption agency. Be advised that AdoptLink never makes financial or other commitments to anyone on behalf of Client without Client's express written instruction. Client must consult with an adoption attorney or adoption agency for direction about all financial matters including the possible exceptions such as one-time emergency financial aid for food, lodging, etc..

Waiver of Confidentiality. Client understands that any information provided by any party is not confidential, but this waiver of confidentiality only applies to the parties to this Agreement. Client gives AdoptLink permission to share contact information with other clients or prospective clients for the purpose of support concerning the adoption process.

Authorization. By signing this Agreement, Client hereby gives express authorization to AdoptLink, to freely discuss, via all methods of communication media, all aspects of knowledge of them and all aspects of their proposed and/or committed adoption plans, with all prospective birthparents who may consider Client as potential adoptive parents for her/his child, or to any parent, or other professional representative acting on her behalf or on behalf of the Client. **Initials required** _____

The adoption process involves the coordinated effort of many professionals. Client gives full permission to AdoptLink to freely discuss all aspects of their adoption with all the professionals involved in the adoption procedures. This includes, but is not limited to, freely exchanging information with the adoption attorneys and or agencies involved, physicians, childbirth educator, social workers at the hospital, nursing staff, state and/or agency or independent social worker, etc. **Initials required** _____

Furthermore, this signed Agreement serves as Client's authorization to any and all adoption professionals including but not limited to attorneys, agencies, social workers, caseworkers, coordinators, and medical personnel to freely discuss all aspects of the adoption and to share all written materials with AdoptLink. **Initials required** _____

Client authorizes AdoptLink to use first names, e-mail addresses, and country on the AdoptLink reference list, concerning AdoptLink services, for prospective adoptive parents. **Initials required** _____ Do not initial if you do not authorize.

Expiration of Adoption Consulting Agreement. This Agreement expires two years from the date the fee is paid and Client has provided AdoptLink with a signed and initialed Adoption Consulting Agreement, or upon completion of the adoption of one child or one sibling group, involving the same birthmother, whichever occurs first, or at such time that AdoptLink is informed by Client, either verbally or in writing, that adoption consulting services are no longer required or desired.

If AdoptLink later discovers that truthful and complete information was not disclosed by Client at the commencement of this Agreement, or anytime during the term of this Agreement, such as, but not limited to, mental or medical conditions or criminal conduct, AdoptLink may withdraw all services from Client, and no refund will be given.

Binding Arbitration. Parties agree that if a dispute arises out of the performance of services rendered under this Agreement, the matter will be submitted to binding arbitration. The parties agree to the mutual selection of an arbitrator in Santa Cruz, California, United States of America. If agreement cannot be reached, the dispute will be submitted to the American Arbitration Association, and will be arbitrated in accordance with the rules of the American Arbitration Association. The parties to this Agreement agree to settle all disputes through binding arbitration, waiving all rights to pursue court action. **Initials required**_____

Jurisdiction. This Agreement shall be governed solely by the laws of the Courts of Santa Cruz, California, United States of America.

Waiver. The failure to enforce any provision of the Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

Enforcement of the Agreement. If any party should need legal action or arbitration to enforce this Agreement in any manner, the prevailing party in such action or special proceeding shall be entitled to reasonable attorney fees and arbitration or court costs, in addition to any court or arbitration ordered remedy. Additionally, Client understands that if the matter proceeds to court action or arbitration, Client may be required to pay fees and/or cost to other parties in the action or special proceeding/arbitration. Any such payment will be entirely the responsibility of Client.

Integration Clause. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supercedes any prior written or oral Agreements between the parties.

Severability In Event of Partial Invalidity. If any portion of the Agreement shall be held to be invalid or unenforceable for any reason according to California law, the remaining provisions shall continue to be valid and enforceable. If a USA court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Lien. Client hereby grants AdoptLink a lien on any and all claims or causes of action that are the subject of the representation under this Agreement. The lien shall be for all sums owed to AdoptLink at the conclusion of AdoptLink's services. AdoptLink may file and serve a Notice of Lien against such actions requiring that AdoptLink be named in any settlement or draft as a part of any recovery whether by arbitration award, judgment, settlement, or otherwise.

Modification By Subsequent Agreement. This Agreement may be modified by subsequent Agreement of the parties only by an instrument in writing signed by all the parties. An oral modification to the agreement is enforceable only to the extent that the parties carry it out.

Entire Agreement. This Agreement contains the entire Agreement of the parties. No other agreement, statement, condition or promise made on or before the effective date of this Agreement will be binding on the parties. This Agreement supersedes any prior written or oral agreements between the parties.

Commencement. The AdoptLink Agreement is valid and enforceable only when signed by Client and AdoptLink, and the \$5550.00 fee is received by AdoptLink.

Authorization to Release Information

To: Any attorney, agency, social worker, caseworker, coordinator, medical personnel, bookkeeper, health insurance provider, and all other persons involved in any aspect of our/my adoption efforts.

YOU ARE HEREBY AUTHORIZED AND DIRECTED to immediately release to AdoptLink ~ Lil Snee, all information and documents in your current and future possession, concerning all aspects of our/my adoption efforts.

AdoptLink ~ Lil Snee
Adoption Consultant
24662 Soquel - San Jose Road
Los Gatos, CA 95033-9226
408-353-2995 office
408-353-2725 fax
lilsnee@adoptlink.com

I understand that the information being disclosed pursuant to this authorization may further be disclosed to any attorney, agency, social worker, caseworker, coordinator, or other persons involved in any aspect of our/my adoption efforts.

A copy of this authorization shall be accepted as and have the same effect as an original.

This authorization shall remain valid until I/we revoke it in writing.

Print Name

Print Name

Signature

Signature

Date: _____

Date: _____

Conclusion. This is the entire Adoption Consulting Agreement. Client and AdoptLink concur that there are no other terms or conditions applicable to the Adoption Consulting Agreement unless there is a subsequent written and signed attachment by AdoptLink and Client.

Acknowledgment. Client acknowledges that the terms and conditions of this entire Agreement have been verbally discussed with Lil Snee of AdoptLink. **Initials required**_____

Client fully understands the terms and conditions of this entire Agreement and waives a verbal discussion of said agreement with Lil Snee of AdoptLink. **Initials required**_____

Please initial each paragraph of the Adoption Consulting Agreement as required, sign and date the Agreement, and e-mail all pages to AdoptLink.

Please keep a copy of this document for your file.

Thank you for retaining AdoptLink to facilitate your efforts to build your family through adoption. Please call whenever you have questions, concerns, or information to share.

Sincerely,



Lil Snee

We, the undersigned, understand, approve, accept, and agree to the foregoing Adoption Facilitation Agreement and the terms and conditions contained herein.

Client (signature)

Print Name

Date

Client (signature)

Print Name

Date

Client's Home Phone

Cell Phone

Cell Phone

Thank you!

Lil Snee, AdoptLink

Scan all seven pages and save as one .pdf file
and e-mail to lilsnee@adoptlink.com

AdoptLink ~ Lil Snee
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