

## ACRES OF HOPE LIBERIA, INC. Contract Agreement for International Adoption Services

Acres of Hope Liberia, Inc. is a foreign corporation licensed to perform adoptions in the country of Liberia. Acres of Hope Liberia, Inc. should not be confused with Acres of Hope, Inc. in the United States. Acres of Hope, Inc. serves as an information resource to help adoptive parents during their adoption experience. The purpose of this contract is to set forth the terms and conditions of your engagement of Acres of Hope Liberia Inc. (the "Agency") to provide services to you in connection with your possible adoption of a foreign born child. It is the goal of the Agency to facilitate the adoption process in such a way that it is a positive experience with a minimum of confusion or uncertainty.

International adoptions are a complex and costly process and it is important for you to understand your obligations and those of the Agency in connection with the process. One purpose of this contract is to facilitate that understanding.

Please review this contract agreement carefully and contact us prior to signing if you have any questions. Once this contract is signed by you it will constitute a binding agreement between you and the Agency. You have requested that the Agency provide services to you in connection with an adoption. Please review this contract agreement. In the presence of a notary, initial each paragraph where noted and then sign in the space provided. For this contract to be accepted by our agency it must be notarized. All fees referred to in this contract shall be made payable to Acres of Hope Liberia, Inc.

By signing this contract agreement, you acknowledge your understanding of and agree to the following:

**1. Agency Services to you.** The Agency agrees to provide services to facilitate your adoption of a child or children. The services to be provided by the Agency may include some or all of the following:

- a) assisting with and reviewing application materials,
- b) coordinating the compilation and completion of the adoption dossier and presenting it to the courts in Liberia where your child/ren will be adopted,
- c) facilitating the legal work required for the adoption and for the child/ren's travel to your country of residence,
- d) providing information on travel to Liberia should you decide to escort your child/ren home yourself; or
- e) assisting in making arrangements for your child/ren to be escorted to your country of residence.

\_\_\_\_\_, \_\_\_\_\_ Initials

**2. Fees for Services.** By executing this contract agreement, you agree to pay, when required, as per the fee schedule referred to in paragraph 3, the Agency fees as well as any other fees, costs, and expenses relating to your adoption. If you choose to adopt more than one child at the same time; the fee for each additional child is due at the same time. If you fail to pay any fees or other costs and expenses as and when required under the fee schedule, this agreement may be terminated by the Agency upon written notice to you. If the Agency terminates this agreement for your non-payment; or your breach of this contract, you will not receive any refund of fees or costs paid to date. In addition, you agree

to pay any costs the Agency incurs in collecting unpaid fees or costs from you, including attorney's fees. All fees must be paid in full before your child/ren is/are released to leave the country.

\_\_\_\_\_, \_\_\_\_\_ Initials

**3. Your Other Obligations.** Upon your acceptance into the program, you will be sent an acceptance letter and the fees schedule for your individual adoption. You are required to sign and notarize one copy of the fees schedule and return it to the Agency's US office. Upon the referral of your child/ren, you will be required to submit to the Agency a formal letter stating the acceptance of your referral. You must provide your full cooperation to the Agency in processing your adoption. This includes providing the Agency with full, complete, and accurate information in the application and in all other documentation which will constitute a part of your dossier for international adoption. You may also be required to take adoption preparation training and/or provide proof that comparable training has been completed in the recent past. You agree to comply with the Agency's training requirements. You are solely responsible for meeting all of the requirements regarding international adoption for your country and state of residence. The Agency is not responsible for reminding you to keep your documents up to date. In cases where the applicant does not reside in the US, the Agency may require you to provide information regarding the documents and adoption process required by your country for international adoption. By signing this contract you acknowledge that you are acting as your own agent and are responsible to compile your own dossier and fulfill all immigration requirements.

\_\_\_\_\_, \_\_\_\_\_ Initials

**4. Post-Placement Obligations.** You agree to fully cooperate with your local adoption agency in meeting your state's and/or country's requirements following your child/ren's arrival home. This includes but is not excluded to post placement reports and the re-adoption (registration) of your child or children. The Agency will not be held responsible in any way for you following the post placement and immigration laws of your state and/or country. You also agree to provide post-placement reports to the Agency. These reports must include the following per adopted child: three copies of five different 4 x 6 photographs of the adopted child and three copies of a one-page summary of the adopted child's progress. These reports are due at 1, 3, 6, 9, and 12 months after the child's arrival home, and every January thereafter until the child is 18 years of age. The first report at one month must be completed by a licensed social worker. No identifying information (social security numbers, birth dates...) should be listed for the parents of the child. These reports are made available to the biological families and the Liberian government. It is important for you to understand that the Liberian government is interested in knowing how the children are doing in their new adoptive homes.

\_\_\_\_\_, \_\_\_\_\_ Initials

**5. Agency authority.** By signing this contract you are placing your adoption under the authority of the Agency. Contact with persons in the foreign country must be made through the Agency. Interference in the adoption process and/or any attempt to circumvent the authority of the Agency may result in the termination of this agreement by the Agency.

\_\_\_\_\_, \_\_\_\_\_ Initials

**6. Timing.** In general, the referral of a child takes approximately 1-6 months. The adoption process in Liberia generally takes approximately 6 months from time of referral with additional time needed for exit documents such as passport and visa. Please keep in mind these are the average time frames for an adoption, and your timeline may vary. We will make every reasonable effort to stay within this time frame, however occasionally there are circumstances beyond our control and your process could take longer. By signing this contract you agree that there is no promise or guarantee for adoption work to be completed in any particular time frame. The Agency retains custody of the child/ren until such time that the adoptive parents take physical custody of their child/ren. All arrangements concerning taking custody of the adopted child/ren must be made through the Agency.

\_\_\_\_\_, \_\_\_\_\_ Initials

**7. Inherent Risks in International Adoption.** Adoption, especially international adoption, is a complex matter. The Agency is experienced in international adoption and will accept responsibility for those things over which it has direct control. The Agency cannot and does not assume responsibility for those things over which it does not have control, such as, but not limited to, changes in governmental policy and regulations, the health of the child, the length of the adoption process, delays occasioned by courts, or birth parents changing their minds. The Agency will work with you to attempt to understand and minimize risks but you must remember that there are no guarantees that an international adoption will in fact take place until the child is in your custody. Every child in Liberia is an "at risk" child and you must be willing to accept another child in the event this is no longer available due to death or the child being withdrawn from the program for any reason.

\_\_\_\_\_, \_\_\_\_\_ Initials

**8. Loss of a Referral.** The Agency accepts no responsibility for the loss of a referral through the death of a child or his/her removal from the program. If, after your written acceptance of a referral from the Agency, that referral is lost, the Agency will attempt to provide another acceptable referral within a reasonable amount of time. There will be no refund of any payments made by you to the Agency; however, the payments you have made may be applied toward the adoption of a new referral accepted by you within 12 months of the date you were notified of the lost referral.

**9. Medical Information.** It is unlikely that detailed medical information and/or birthdate(s) of the adopted child/ren or the birth family will be available. Despite the Agency's best efforts, there may be times when inaccurate information is given. The Agency will share with you all known medical and social information it receives regarding your child, but the Agency is not qualified to interpret that information for you, nor to offer independent assurance as to the child's health, nor vouch for the accuracy of health information about the child/ren/family which it has received. The Agency cannot control all aspects of the process of obtaining medical/social information concerning the child/ren you are adopting or their biological family. Information is gathered and provided to the Agency by African social workers, orphanage directors, extended family if available, African doctors, and observation by Agency staff. Every reasonable attempt is made to determine the actual age of the child, and to prevent the placement of a child with undisclosed severe medical problems. Often problems and medical conditions cannot be diagnosed or are misdiagnosed on children particularly in the context of health care systems in a foreign country. The Agency cannot predict an adopted child's future personality, medical problems, learning disability, or inherited characteristics. You understand that the Agency has no duty nor has

it assumed a duty to discover all medical, psychological, genetic, and social background information about your child. The Agency is not responsible for any problems that may develop after the date of placement. All children are tested for HIV and Hepatitis B however, the reliability of the testing provided in Liberia is questionable. Vaccines are not readily available in Liberia and it is generally felt that most doctors would prefer you to begin and complete the immunization program once the child arrives home. Young babies are often very fragile and subject to a variety of illnesses placing them at higher risk. Please remember, we do everything in our power to seek the best medical care we can for all our children. If your child becomes ill for any reason, we will make every effort to provide your child with the best care possible. If extensive treatment or hospitalization becomes necessary, you will be required to cover those expenses.

\_\_\_\_\_, \_\_\_\_\_ Initials

**10. Representation Concerning Prior Home Studies.** By signing this contract, you represent that you have never been rejected for a home study for the purpose of adoption for which you have applied. You also represent that you have never had a license for foster care or adoption purposes which has been terminated, non-renewed, or suspended. (If the representations in this paragraph are untrue, you must provide a written explanation, attached to this contract. The attachment must be signed and notarized separately and becomes part of this contract agreement.)

\_\_\_\_\_, \_\_\_\_\_ Initials

**11. Termination of this Agreement by You.** If you cancel this contract and your commitment to the Agency prior to the completion of any Liberian adoption on your behalf, you will be obligated to pay any outstanding fees according to the fee schedule you and the Agency have agreed upon. If you cancel this contract after the Liberian adoption of your child/ren is completed and the child/ren remains in Liberia you will be charged \$250. per child, per month for the care of the child/ren and any additional fees that may be required to reconcile your case. Your contract and obligations will be terminated upon receipt by the Agency of a signed and notarized termination letter and the satisfaction of your account, including all fees and costs assigned and incurred by you to the date your termination letter is received by the Agency. None of the fees you have paid, whether required by the Agency or not, will be refunded to you for any reason.

\_\_\_\_\_, \_\_\_\_\_ Initials

**12. Termination of this Agreement by the Agency.** The Agency retains the right to cancel this contract for the following reasons. Your failure to pay fees as required by the signed and notarized fee schedule. Your interference in the adoption process and/or any attempt to circumvent the authority of the Agency. Your failure to complete any training as required by the agency. In addition the Agency retains the right to terminate this agreement at any time if it determines you are not fit to adopt a child. Your contract and obligations will be terminated upon receipt of a signed and notarized termination letter from the Agency. You will be held responsible to pay all fees and costs assigned and incurred by you to the date your termination letter is received. You will also be held responsible to pay any fees (legal or otherwise) incurred by the Agency to collect unpaid adoption fees owed by you as outlined in the fee schedule. None of the fees you have paid, whether required by the Agency or not, will be refunded to you for any reason.

\_\_\_\_\_, \_\_\_\_\_ Initials

**13. Waiver and Release of Claims by Adoptive Parents.** As adoptive parents, you knowingly accept the risks associated with a foreign adoption, including, but not limited to, those described in this contract. By executing this contract, you waive and release any and all claims which you have now or in the future against the Agency, its directors, officers, employees, volunteers, including lawyers and doctors. You agree to hold the Agency and those persons described in the previous sentence harmless against any claims, whether known or unknown, existing now or in the future, which may in any way arise out of this application, the receipt of services for placement, and/or adoption through the Agency. If any claims are filed against the Agency they must be filed in the State and County where the agency is registered and has its main office.

\_\_\_\_\_, \_\_\_\_\_ Initials

Please review this contract carefully, being certain that you understand all of your rights and obligations. After your review of the contract, please sign in the space provided, notarize, and return it to the Agency. This contract will be a binding contract between you and the Agency after it is signed by you. We look forward to working with you on your adoption.

The undersigned have reviewed this contract and agree to be bound by its terms and conditions. We understand that this not an "exclusive" contract and that the Agency will be simultaneously engaged in the same or similar activities for others. We also understand that this contract is not a guarantee that a child will be placed with us for adoption.

\_\_\_\_\_  
Adoptive Mother Date: \_\_\_\_\_

\_\_\_\_\_  
Adoptive Father Date: \_\_\_\_\_

The above individuals \_\_\_\_\_ and \_\_\_\_\_

personally appeared before me, a Notary Public, for the State, Providence or Country of

\_\_\_\_\_ this day of \_\_\_\_\_ year \_\_\_\_\_.

Notary Public Printed Name: \_\_\_\_\_

Notary Public Signature: \_\_\_\_\_

I reside in \_\_\_\_\_ - county/province/country.

My commission expires \_\_\_\_\_