**Doula Contract for Service Agreement**

This agreement is edited on \_\_\_\_\_\_\_\_\_\_\_\_, between the undersigned doula, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as the “Doula, “and the undersigned expectant parents \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as the “Clients.”

**Scope of Practice**

The Doula agrees to provide support within the scope of the birth doula’s practice, offering non-medical assistance and guidance. The Doula does not provide medical or clinical services.

**Services Provided**

The Doula agrees to provide birth doula services, including but not limited to emotional support, informational support, physical comfort measures, and advocacy during the labor and birth of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ child. Prenatal and postnatal appointments cover some birth education and comfort measure techniques to practice and learn. The Doula will recommend books to read or extra classes to take.

**On Call Period**

The Doula will be on call for the clients starting at 38 weeks unless noted otherwise until the birth of the baby. During this time, the Doula will make every effort to attend the birth promptly and return calls and text messages as soon as possible.

**Communication**

The Clients and Doula agree to maintain open and honest communication throughout the duration of the contract. The Doula will be available for phone and/or email support as needed. The Clients have unlimited access to the Doula starting at 38 weeks through completion of the birth via phone call and text. Before 38 weeks, please adhere to contacting the Doula between 9am to 5pm unless there is an early rupture of water or other medical emergencies. The Doula agrees to answer calls and texts at the earliest convenience. If calls are going to voicemail, please send a text message also.

**Back up Doula**

 In the event the Doula is unable to attend the birth due to unforeseen circumstances, a qualified backup doula may be provided if the Clients are interested. This is something the Clients need to make the Doula aware of upon signing the contract. This is to ensure the Doula can find an available backup to cover for the stated Due date.

**Fees**

In connection with the services provided, the Clients agree to pay the Doula the total fee of \_\_\_\_\_\_\_.

***This fee covers***

* \_\_\_ Prenatal Visits \_\_\_\_ hours in length
* on call from 38 weeks with unlimited phone call and text
* Birth of baby
* 1 hour following birth
* 2 postpartum visits

*Before 38 weeks phone calls, emails, and text messages will be accepted between 9am -5pm unless there is an emergency such as early rupture of water.*

***For all Emergencies, please call OB/Midwife first.***

**Payments are due as follows**: 2 options—Please check the correct box below.

* Pay in full upon signing of the contract.
* Pay 50% at the signing of the contract and remaining balance at 36 weeks.

**Methods of payment**

* Credit Card (Has processing fees 3.5%)
* Cash
* After pay

No personal checks will be accepted.

**Refund Policy**

If the Doula misses the birth due to circumstances out of her control (see Acts of God and Acts of Man Clause) the clients will receive a 25% refund or a back up Doula, which ever they prefer ( to be determined prior to birth). If the backup doula cannot make it to the birth, the Doula will give a 25% refund to the Clients. All remaining visits will be carried out unless otherwise stated.

**Agreement termination**

Either party may terminate this agreement for any reason with written notice. If the Doula terminates the agreement, a pro- rated refund will be provided for any unused services.

Termination of the agreement must be given within 90 days of the Client’s Due Date.

**Governing Law**

This agreement shall be governed by and construed in accordance with the laws of Missouri, USA.

**Acts of God & Acts of Man Clause**

Neither party shall be liable for any failure to perform its obligations under this agreement if such failure is caused by an event beyond its reasonable control, including but not limited to acts of God, war, terrorism, natural disasters (some examples are tornados, earthquakes, flooding, etc), or any other similar events that could not be anticipated. Some examples such as blizzards, heavy road construction, car accidents, heavy standstill traffic etc. The Acts of Man Clause includes the following and is included to protect Doula and Clients against delays or the inability to fulfill obligations due to circumstances beyond the control of either party such as: lockdowns, government law, statewide, nationwide, worldwide pandemics.

**This Contract offer expire in 7 days on** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

*Please sign and return this document to the Doula before the expiration date.*

Clients Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Amount Paid \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Amount Due \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client’s Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Doula’s Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_