



### **J & J Adoptions Service Agreement**

This Agreement is entered into by and between J & J Adoptions and yourself, \_\_\_\_\_, and \_\_\_\_\_, as the prospective adopting parent(s) (“You”) this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ year of (Effective Date). The purpose of this Agreement is to confirm the services that may be provided to You and the way You and the way You will be charged for those services. J& J Adoptions role is to provide services necessary with regard to domestic adoptions. Services vary from case to case, depending on several factors which cannot be predicted at the time this Agreement is signed. Each is different, and J & J Adoptions cannot predict what will occur in Your specific case.

This Agreement outlines the scope and cost of the various services we can provide to You, as well as other terms and conditions of our agreement. Services are solely performed by J & J Adoptions for birth mother advertising, and outreach to various corporations. J & J Adoptions will assist clients in advertising and marketing to potential birth mothers. J & J Adoptions is a Registered California Adoptions Facilitator.

### **J & J Adoptions Commitment**

J & J Adoptions will use its best efforts in advertising and outreach to have a birth mother select You to be adoptive parent(s). Once You chose to move forward with a birth mother and adoption plan has been agreed upon, J & J Adoptions services will be completed. If for any reason You decide to withdraw from Your adoption, or the birth mother changes her mind and decides not to place her child for adoption with You, J & J Adoptions agrees that it will continue advertising and outreach efforts on Your behalf at no additional cost. Indeed, J & J Adoptions will continue its marketing efforts on Your behalf until a child is ultimately places into Your home.

### **Prior to Match**

Generally, J & J Adoptions is engaged in the business of providing its clients with certain assistance in connection with its clients’ adoption efforts. Through its extensive advertising and outreach efforts, J & J Adoptions assists with presenting Your profile to birth mothers who are interested in placing their babies for adoption. Services rendered by J & J Adoptions are non-legal services. Fees are pooled with all other clients to fund J & J Adoptions national birth mother advertising and outreach campaign.

Certain services are for the benefit of all of our clients and other services are individual to Your specific case. J & J Adoptions will provide the following common services:

- Running a national internet advertising campaign for birth mothers considering adoption
- Providing information concerning J & J Adoptions and its clients to J & J Adoptions network of OB-GYN physicians and encouraging such physicians to provide information concerning J & J Adoptions to prospective birth mothers
- Maintaining J & J Adoptions contact with a variety of hospital social workers throughout the United States to help encourage telephone calls to J & J Adoptions in those instances where a birth mother decides to place her child for adoption just after delivery but has not yet selected adoptive parent(s)

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- Providing information concerning J & J Adoptions to a variety of pregnancy counseling centers and maternity homes throughout the United States and encouraging those centers and homes to provide such information to prospective birth mothers
- Answering a 24-hour toll-free birth mother hotline to assist birth mothers responding to J & J Adoptions advertisements, mailers and other outreach efforts
- Maintaining and promoting our J & J Adoptions website which provides information and promotes prospective birth mothers

J & J Adoptions will provide You with the following individualized services, the precise nature and scope of which may vary based upon Your circumstances:

- Advising You about the adoption process
- Discussing with You Your adoption preferences
- Assisting You with the preparation of Your personalized profile letter to birth mothers
- Preliminary screening of prospective birth mothers
- Presenting Your personalized profile to prospective birth mothers verbally, via overnight, U.S. Mail, via the internet, or in person.
- Advising You of being selected as prospective adoptive parent(s) by a prospective birth mother
- Reviewing with You the information provided to J & J Adoptions by a prospective birth mother
- Arranging communications between You and a prospective birth mother

J & J Adoptions obligation to provide You with services shall terminate when a birth mother selects You to adopt her child and You express Your desire to pursue the adoption.

Through its outreach efforts, J & J Adoptions will come into contact with various birth parents interested in placing their child for adoptions. However, J & J Adoptions cannot and does not guarantee You that a selection will take place with a birth mother. A child's birth parent(s) have the legal right to select their child's adoptive parent(s). Thus, the selection of their child's adoptive parent(s) is made solely by the birth parent(s), not J & J Adoptions or its staff. A child's birth parent(s) may have certain criteria for prospective adoptive parent(s). If so, in certain instances, you may not satisfy those criteria and, therefore, your profile will not be presented to that specific birth mother. You also will provide J & J Adoptions with Your requirements for the adoption and the birth mother with whom You wish to move forward with. Should a birth mother or an adoption case not fit within the criteria You provide to J & J Adoptions, your profile will not be presented in that specific instance. Based upon J & J Adoptions experience, the more criteria imposed by You, the fewer the birth mother presentations and the longer it usually takes for a selection to occur.

### **Matching and Outreach Fees**

In order to engage J & J Adoptions to provide You with Preselection Services, you will be required to pay any advertising and outreach fee in the amount of 9,000.00 (the "Advertising and Outreach Fee") plus and administrative fee in the amount of \$250.00 for a total amount of \$9,250.00. The Administrative Fee is a one-time non-refundable fee that covers administrative expenses J & J Adoptions may incur on Your behalf, including website set up and unlimited editing of Your electronic profile on J & J Adoptions website, maintaining our toll free telephone line for birth mother intake calls, and unlimited overnight courier costs for sending Your profile to birth mothers. The Administrative Fee is spent and earned when paid and does not include any third-party professional fees.

At the time You return a signed copy of this Agreement to J & J Adoptions, you will remit to J & J Adoptions, the sum of \$3,250.00, of which will be applied towards partial payment of Advertising and Outreach Fee and \$250.00 will be applied towards payment of the Administrative Fee. The balance of \$6,000.00 will be split into two equal payments of \$3,000.00 as reflected in the payment schedule below:

## Payment Schedule

- 1<sup>st</sup> Installment of \$3,250.00 Due at the signing of this Agreement
- 2<sup>nd</sup> Installment of \$3,000.00 Due 60 days after 1<sup>st</sup> Installment
- 3<sup>rd</sup> Installment of \$3,000.00 Due 60 days after 2<sup>nd</sup> Installment or before placement of child

All fees, once received, are non-refundable, as they are applied immediately towards nationwide advertising and overhead costs. Should a birth parent choose you before Your second, or final installment is made, full payment of Your remaining fees will become due.

Should You at any time fail to make payments to J & J Adoptions, in accordance with this Agreement, J & J Adoptions will discontinue providing You with all services until such time as such sums are paid in full or this Agreement is terminated by J & J Adoptions as discussed more fully below.

Any sums due and owing by You to J & J Adoption of the Advertising and Outreach Fee, the Administrative Fee, and/or any other funds whatsoever, and J & J Adoptions acceptance thereof, is not to be interpreted as a guarantee by J & J Adoptions that Your adoption efforts will be successful. By execution of this Agreement, you are acknowledging that You understand and accept this fact.

## Early Termination of Agreement

Should You fail to timely pay J & J Adoptions when any sums are due, or You fail to perform any other obligations that You are required to perform under this Agreement or You are otherwise in breach of this Agreement, then J & J Adoptions will have the right to discontinue providing You with services until such time as these sums are paid in full, such obligations are performed or such breach is remedied, or to terminate this Agreement, in which case J & J Adoption will be under no obligation to further provide any services whatsoever to You or to refund any sums paid by You to J & J Adoption.

You have the right at any time to terminate J & J Adoptions Services upon written notice to J & J Adoptions. Upon receiving such notice, J & J Adoptions will cease to render Services to You, unless it is prevented from doing so by a court, law, rule, or its ethical obligations. Such termination will not, however release You of the obligation to pay for all Services rendered and costs or expenses paid or incurred on Your behalf to the date of such termination.

Should You choose to terminate your Agreement with J & J Adoptions at any time you will need to notify J & J Adoptions in writing. If there are unpaid fees due to J & J Adoptions you will be responsible for a termination fee of \$1,200.00 due upon termination of the Agreement.

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Initials by adoptive parents

J & J Adoptions will not refund to You the Advertising and Outreach Fee or the Administrative Fee or any other sums paid by You to J & J Adoptions under any circumstances whatsoever. Thus, should one of You become pregnant, should You conclude a successful adoption without the services of J & J Adoptions, should You divorce, should one of You die or become sick or disabled, should You have a change in financial circumstances, should You relocate, should You no longer desire to pursue an adoption, should a birth parent commit any act or omission that makes adoption from them undesirable, more difficult or impossible, or should any other circumstances occur, You will not be entitled to a refund of any of these amounts.

## Post Selection

Even after You have chosen to move forward with the birth mother, many steps must be taken before You will be in a position to have Your adoption finalized. This phase of the adoption process which commences immediately after a birth mother selects You, as prospective adoptive parent(s), is to assist You during the post selection process to provide You with a variety of non-legal services aimed at putting You into a position to finalize Your adoption. These services will be referred to throughout the Agreement as the Post Selection Services.

In the Post Selection Services, J & J Adoptions ay provide You with some or all of the following post selection services, the precise nature and scope of which will vary based upon the particular circumstances involved with Your adoption and the steps which must be taken to put You into a position to have the Adoption finalized.

In Post Selection Services, J & J Adoptions will provide some or all of the following services.

- Review of the birth parent(s) background information
- Conduct supplemental due diligence on birth parent(s)
- Help You formulate a budget for birth mother living expenses (if applicable)
- Identify and contact all necessary third parties required or needed to assist us with the placement
- Maintaining contact with the birth parent(s) and assisting with ongoing communications
- Provide personal assistance to birth parent(s) throughout pregnancy
- Case worker management of birth mother living expenses (if applicable)
- Working with various social services agencies involved in Your adoption
- Requesting medical records of the birth parent(s) and or the prospective adoptee
- Assisting You in making a hospital plan for the birth mother and the prospective adoptee
- Maintaining contact and coordination with the hospital throughout the delivery process

It has been J & J Adoptions experience that it is useful, and often necessary for J & J Adoptions to maintain ongoing communications with the birth mother, her adoption agency worker, and her independent legal counsel (if she has one). Accordingly, the Post Selection Services include J & J Adoptions being available to Your birth mother for ongoing communications.

#### Post Selection Services Fees

Post selection services are conducted throughout Your adoption until the birth mother places the baby for adoption with You.

In order to engage J & J Adoptions to provide You with the Post Selection Services, you will be required to pay J & J Adoptions of \$1,000.00 plus a Post Selection Services Administrative Fee of \$250.00 for a total amount of \$1,250.00.

The Post selection services fee is a nonrefundable in the amount of \$1,000.00, is earned and deducted at the time You decide to move forward with a birth mother that has selected You.

The post selection services Administrative Fee is a onetime nonrefundable fee that covers administrative expenses J & J Adoptions will incur on Your behalf by accepting Your matter. The post selection services administrative fee includes any charges for local, toll and 800 telephone charges, photocopying costs, facsimile cost, regular U.S mail charges, and administrative costs in connection with creating and maintaining Your file. The post selection services administrative fee is spent and earned when paid and does not include any third-party professional fees or overnight carrier charges.

J & J Adoptions charges a fee to admin fee to administer Birth Mother and/or Third-Party expenses on Your behalf. The admin fee is a onetime nonrefundable fee of \$250 and covers the costs of creating and managing Your admin accounts. Services included but are not limited to, unlimited writing of checks so that J & J Adoptions can pay third party costs and birth mother expenses on Your behalf, extending You the ability to have J & J Adoptions pay cash on Your behalf to vendors and for birth mother expenses, using credit on client's behalf(for example, J & J Adoptions will use its credit to secure temporary housing for Your birth mother so that there is no potential liability to You), providing itemized invoices to You of all distributions and transactions.

All post selection services fees are due and payable upon receipt of Your post selection services invoice/accounting letter. All sums due and payable by You to J & J Adoptions may be paid earth by check, or by a major credit card acceptable to J & J Adoptions or bank wire transfer.

You must notify J & J Adoptions in writing of any error or omission in a statement or invoice within thirty (30) days following the statement or invoice date. If You do not do so, except for any amount incorrectly credited, the following shall be deemed conclusively to be established: the statement is completed and accurate, and all items debited and credited to the account are genuine and authorized. Written submission shall be accepted in the following formats: email to [Khim@JJAdoptions.com](mailto:Khim@JJAdoptions.com) or by U.S. Mail.

## Miscellaneous General Provisions

### Risks of Adoption

The staff at J & J Adoptions is devoted to helping our clients create families. We are committed to providing our resources to attain the best results; however, certain risks are inherent with any adoption. Therefore, we encourage You to become fully aware of the risks involved. Unfortunately, no one is able to predict human behavior and, therefore, no matter how successful the outlook of Your adoption might be, there always is the risk that the birth mother will not go through with the placement, or the birth father will contest. By executing this Agreement, you are acknowledging and agreeing that You have been given the opportunity to discuss the adoption risks with J & J Adoptions and that any adoption into which You may eventually enter in association with J & J Adoptions will be at Your own risk. Such risks may include but are not limited to the following:

- As with any birth of a baby, there may be disabilities and/or special needs
- A child may be born drug exposed or drug positive
- Adoption information provided to You by J & J Adoptions is on an "as received" basis and may be inaccurate or investigations many have not been conducted; J & J Adoptions encourages You to investigate and verify information and will assist You in any way possible.
- The extent of birth mother screening provided by J & J Adoptions varies with circumstances (especially when the time before delivery is short). Any information gleaned may not be accurate or complete
- You cannot legally adopt a child until there has been a termination of both the birth mother's and birth father's rights. Until a complete termination of both natural parents' rights has occurred, you will only have temporary custody of the child.

### Information and Confidentiality

J & J Adoptions is a Registered Adoption Facilitator with the state of California. J & J Adoptions is unable to provide any legal services. J & J Adoptions may require the ability to share information with other individuals and agencies. J & J Adoptions may be required to share personal information with governmental or administrative agencies. J & J Adoptions may also voluntarily disclose personal information in order to ensure that the adoption reaches fruition. From time to time, J & J Adoptions may provide adoption information to You. In such circumstances, please be advised that J & J Adoptions is providing such adoption information for You on an "as received" basis.

### Authorizations

You hereby give J & J Adoptions Your express authorizations to share and/or discuss, with Your attorney and/or other professionals You have engaged or may engage to assist You in connection with Your prospective adoption, any and all information which You may provide to J & J Adoption, whether in writing or otherwise, and hereby waive any and all rights of confidentiality in connection therewith. You hereby authorize J & J Adoptions to share any information with prospective birth parents that J & J Adoptions deems necessary, and You hereby waive any and all rights of confidentiality in connection therewith. You hereby authorize J & J Adoptions to share any information with prospective birth parents that J & J Adoptions deems necessary, and You hereby authorize J & J Adoptions to disclose any information that is permitted or required to be disclosed by applicable law and hereby waive any and all rights of confidentiality in connection therewith. You hereby authorize J & J Adoptions to distribute Your personalized profiles to birth mothers through any and all mediums and acknowledge and accept that at J & J Adoptions, profile creation is a collaborative process among clients, case workers, former clients, graphic designers and J & J Adoptions staff, which is created for public use without the ability to seek protection through copyright or patent.

## Information from Birth Parents

In the course of screening and interviewing prospective birth mothers and/or birth fathers, J & J Adoptions may be provided with certain information by such birth mothers, birth fathers or others concerning themselves, their child and/or their other family members. This information may include, without limitation, information pertaining to family history, physical condition or history, mental conditions or history and lifestyle. This information may be disclosed to other parties to comply with the requirements of state and federal law. It may also voluntarily be disclosed to other parties to facilitate the adoption process.

## Information from Adoptive Parents

Any falsification or omission of pertinent information including but not limited to emotional, psychological or criminal will constitute grounds for J & J Adoptions termination of this Agreement. You, not J & J Adoptions, will be responsible for the validity or truthfulness of information You provide to J & J Adoptions.

## Duty to Communicate and Provide Honest and Up to Date Information

You are obligated to cooperate fully with J & J Adoptions in all matters concerning adoption. By executing this Agreement, you are hereby representing to J & J Adoptions that all information which You provide to J& J Adoptions earth is writing or orally, will be in all respects true and correct. You hereby guarantee that in the future, if any circumstances occur which will cause such information to no longer be true and correct, you will advise J & J Adoptions of such circumstances and correct such information so as to make it true and correct. You will be responsible for keeping J & J Adoptions advised of Your current address, telephone number, and email address and will expeditiously making Yourself available for requested conference calls or meetings with J & J Adoptions staff. It is Your responsibility to advise J & J Adoptions of any relevant information that may affect our ability to render services to You.

## Notifications and Expenses

J & J Adoptions strives to maintain competitive fees while providing exceptional service. J & J Adoptions will be diligent in notifying You of the costs associated with Your adoptions and will candidly respond to any questions regarding Your fees and expenses, however, various states and third parties have different fee requirements, and the expenses involved in each adoption vary on a case-by-case basis due to varied circumstances.

## Payments to Birth Mother

You will reimburse J & J Adoptions for any and all expenses that it may advance on Your behalf to birth parent(s), whether before or after You have selected to move forward. If expenses have been remitted to a birth mother prior to Your choosing to move forward, this information will be disclosed to You prior to Your deciding to move forward. It is a crime for any person or agency to offer to pay money or anything of value to a birth parent for the placement of r adoption, or for the consent to an adoption, or for cooperation in the completion of an adoption of a child. However, in most states it is not unlawful to pay maternity connected medical expenses and necessary living expenses of the mother during and shortly after the pregnancy as an act of charity, as long as the payment is not contingent upon placement of the child for adoption, consent to the adoption, or cooperation in the completion of the adoption. Accordingly, any pregnancy related expense that You provide to a birth mother is an "act of charity." Please note that the law protects birth mothers by precluding adoptive parents from seeking a return of any funds provided to her, should she decide to parent, or You decided not to move forward with the adoption.

## Mandatory Agency/Social Worker Fees

Certain states require that charges or fees be paid to an adoption service provider and/or agency (i.e., counselors and/or licensed social workers). J & J Adoptions does not provide such services and any and all costs associated therewith will be Your responsibility, not J & J Adoptions. As these regulations vary from state to state, it will be Your responsibility to obtain legal advice with respect to the payment of such charges and fees.

**Mandatory Post Placement Fees**

Nearly every state requires that You obtain a favorable home study and fa favorable post placement supervision report. This must be performed by licensed social workers and/or adoption agencies. You should be aware that J & J Adoptions does not provide these services and that any such costs will be Your responsibility. As these regulations vary from state to state, it will be Your own responsibility to obtain independent advice with respect to such matters.

You hereby acknowledge that you have read carefully the agreement in its entirety and that you know and fully understand all of its contents and hereby agree to perform and be bound by its terms, covenants and conditions. You hereby further acknowledge that you have executed this agreement freely, voluntarily and with full knowledge or any rights you may have with respect to any of the other parties to this agreement and that you have had an adequate opportunity to make whatever investigation or inquiry which you deem necessary or desirable in connection with the subject matter of this agreement before executing and delivering it to J & J Adoptions. You hereby further acknowledge that before entering into this agreement you have been given the opportunity to discuss this agreement with J & J Adoptions. Finally, you hereby acknowledge that in entering into this agreement you have not relied upon any representation/warranty not to set forth herein.

In witness whereof, You and J & J Adoptions have entered into this Agreement as of the Effective Date.

**Prospective Adoptive Parent(s)**

**J & J Adoptions**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Khim Journalagan

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Teri Conrad

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date