



**FAMILY TO FAMILY**  
A D O P T I O N S

## **Family to Family Adoptions, Inc.**

### **Child Placement Services Contract**

This Child Placement Services Contract (“Contract”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Family to Family Adoptions, Inc., a Texas non-profit corporation (“Agency”), whose address is 1000 Austin Street, Suite B, Richmond, Texas 77469 and \_\_\_\_\_ (“Adoptive Family”), whose address is \_\_\_\_\_ which will be used for notice purposes.

### **RECITALS**

Agency is an adoption agency licensed by the Texas Department of Family and Protective Services.

Adoptive Family desires to participate in Agency’s domestic adoption program.

In consideration of the mutual promises and other considerations of the parties, Agency and Adoptive Family agree as follows:

### **OPERATIVE PROVISIONS**

**1. Incorporation of Recitals.** The above Recitals are incorporated herein by reference for all purposes.

**2. Adoption Services.** Agency will provide or make available to Adoptive Family the following adoption services (the “Services”):

A. Orientation. Agency will make available to and Adoptive Family will participate in an orientation session with one of Agency’s staff members in order to educate Adoptive Family as to adoption procedures through Agency and to discuss expectations and concerns of Adoptive Family either by telephone or in person .

B. Education. Upon request from Adoptive Family, Agency will make available to Adoptive Family information and resources on education and support groups for adoptive families.

C. Pre-Placement Evaluation. Adoptive Family will have a pre-placement evaluation performed by a licensed and approved adoption agency or social worker in Adoptive Family’s home state. Agency will provide Adoptive Family with a case review pursuant to the regulations and guidelines established by the



State of Texas and Agency.

D. Application. Agency will provide a review of documents, the state Department of Criminal Identification and Child Abuse/Neglect Database clearances and background checks, pre-adoption evaluation or case review, setup costs, personal consultation and presentation of information to Agency's advisory committee for application approval.

E. Birth Mother Services. Agency agrees to provide certain birth mother services that may include, but are not limited to, pre-placement and post-placement counseling, transportation, rent, utilities, limited phone services, clothing allowance, food and other living expenses, and other expenses incurred by the birth mother during pregnancy, at delivery, and within a reasonable period of time subsequent to delivery (not exceeding six weeks). Agency will also arrange and pay for up to three (3) sessions of post-natal counseling if requested by the birth mother. However, if the birth mother requests that such counseling sessions be conducted through an outside source rather than Agency, then Adoptive Family will pay for up to three (3) such counseling sessions.

When a birth mother requiring living expenses, pre-natal care, and other maternity related expenses is identified and accepted by an Adoptive Family, then Adoptive Family will deposit with Agency a birth mother living expense deposit equal to two (2) months expenses estimated by Agency (Birth Mother Living Expenses Deposit) plus any amount of living expenses already incurred by the agency for her previous living expenses. The Living Expenses Deposit will be replenished by Adoptive Family monthly on or before ten (10) days after receipt of an invoice from Agency via U.S. Postal Service.

F. Profile Presentation. Agency will present the Adoptive Family's Profile to birth mothers which it has identified and which have accessed Agency's birth mother services. Adoptive Family understands that Agency will request from each birth mother her criteria for an adoptive family, and that Agency will show a birth mother Adoptive Family's profile if it matches the criteria established by that birth mother.

G. Paternity Notification. Agency agrees to exercise reasonable diligence to locate the birth father, or identified potential birth father, as required by applicable Texas law. Agency will not be required to perform any birth father search or paternity notification other than is specifically set forth in this paragraph. It shall not be considered a breach of this Contract if Agency is unable to locate a birth father or identified potential birth father for the purpose of providing paternity notification. It is the Agency's right and duty to evaluate the clinical and legal appropriateness of a proposed or actual adoptive placement in the event that a birth mother attempts to rescind her relinquishment or a putative birth father claims custody. Further, Adoptive Family understands and agrees should the Agency determine that the placement is clinically and legally appropriate, it, as the legal guardian of the child, will respond to and defend against any legal action, objection or interference by any birth parent or potential birth parent provided that the Adoptive Family agrees to pay the Agency's legal expenses in connection with same and provides the Agency, or its legal counsel in this defense, with an adequate retainer in an amount to be determined by the Agency. The Agency also agrees that, in this event, the Adoptive Family may also, if it so desires, hire its own attorney and the Agency will support said attorney's motion to intervene in any Texas or other state custody proceeding resulting from said custody dispute.



H. Relinquishment of Parental Rights. Agency agrees to reasonable diligence to obtain the relinquishment of parental rights of the birth parents for any child for which Adoptive Family is considered as a potential family. Adoptive Family understands and agrees, however, that a relinquishment is given at the discretion of the birth parents and the assessment of Agency and, therefore, it shall not be considered a breach of this Contract if Agency is unable to obtain a relinquishment from a birth parent or is unable to locate a birth father, or potential birth father, for the purpose of obtaining a relinquishment.

I. Legal Services. Agency will pursue relinquishment of parental rights in uncontested cases. In the event a case is contested, Agency will have the sole right, but not the obligation, to pursue a termination of parental rights or, alternatively, may elect to return a child to the birth parent. If Agency elects to pursue a contested termination case, Adoptive Family will pay to Agency a deposit of \$5,000.00 within five (5) days of Agency's written request for such deposit to be used by Agency to pay legal fees and costs incurred by Agency in such contested case. In the event of a contested termination of parental rights, all legal fees and costs incurred by Agency will be paid by Adoptive Family on or before ten (10) days after receipt of a written invoice from Agency delivered to Adoptive Family via U.S. Postal Service. Agency will have the sole discretion as to the selection of legal counsel in such contested cases. If Agency does not receive payment of any invoice from Adoptive Family within ten (10) days after such invoice is delivered to Adoptive Family, then Agency may, in its sole discretion, withdraw any action seeking termination of parental rights and Adoptive Family will remain liable for all such costs incurred by Agency in connection with such contested termination. The Agency Fee (hereinafter defined) includes fees and costs only for uncontested relinquishments of parental rights in the State of Texas. Adoptive Family is advised and acknowledges that some states, other than Texas, require that birth mothers be represented by legal counsel in connection with the termination or relinquishment of their parental rights. If a birth mother resides outside of Texas and the laws of the state in which she resides require such birth mother to be represented by legal counsel in connection with her termination or relinquishment of her parental rights, then Adoptive Family will pay all such legal fees and costs in connection therewith within ten (10) days after delivery of an invoice from Agency delivered via U.S. Postal Service.

J. Medical Services. Adoptive Family will be responsible for all pregnancy related medical expenses for the birth mother, including, without limitation, pre-natal, delivery and post-natal medical expenses. In this regard, Adoptive Family will deposit with Agency a deposit in an amount equal to Agency's estimate of the pre-natal, delivery and post-natal expenses to be incurred by the birth mother and child while in the Agency's care (the "Medical Expense Deposit"). The "Medical Expense Deposit" is due within 10 days of Adoptive Family's receipt of the estimate invoice sent to Adoptive Family by Agency via U.S. Postal Service. Agency will pay all such pre-natal, delivery and post-natal expenses from the Medical Expense Deposit. If such costs and expenses do not exceed the amount of the Medical Expense Deposit, any unused portion will be refunded to Adoptive Family within ninety (90) days after the birth mother and child are released from the care of Agency. Adoptive Family acknowledges and agrees that Adoptive Family will be liable and will reimburse Agency for, or pay directly, any and all medical costs incurred by Agency with respect to medical expenses of the birth mother and the child for pre-natal, delivery and post-natal medical care that exceed the amount of the Medical Expense Deposit. Adoptive Family is advised that some insurance policies and/or employers and/or employee benefit plans will cover part or all of the expenses of the birth mother and/or child in connection with an adoption and, therefore, Adoptive Family should confirm whether or not such insurance coverage and/or employee benefits are available through Adoptive Family's insurance policies, employers and/or employee benefit plans. Notwithstanding the foregoing, Adoptive



Family understands and agrees that Adoptive Family will be liable for all pre-natal, delivery and post-natal medical costs of the birth mother and child even if there is no insurance coverage or employee benefits available to pay such expenses.

K. Post-Placement Evaluation. Adoptive Family will provide Agency with two (5) comprehensive post-placement evaluations pursuant to the regulations and guidelines established by the State of Texas within six (6) months of placement of the child with Adoptive Family. Such evaluations will be performed by an approved adoption agency or social worker in the Adoptive Family's state of residence. Adoptive Family will pay all costs and expenses associated with such post-placement evaluations.

L. Information. Agency will provide Adoptive Family with authorized information concerning the following: (a) the medical history of the child placed with Adoptive Family; (b) non-identifying personal information of the birth parents of a child placed with the Adoptive Family (this information may include physical descriptions, special abilities, and ethnic backgrounds); (c) special needs or problems of a child placed with Adoptive Family; and (d) characteristics or hereditary conditions of the birth parents and extended biological family of a child placed with Adoptive Family to the extent this information is available and is conveyed to the Agency. The Agency is not an investigative agency. Adoptive Family understands that Agency's knowledge concerning a child, birth parents, or a child's extended family comes almost exclusively from third parties and that Agency cannot verify or warrant the accuracy of such information. Adoptive Family releases Agency from any damages or injuries Agency, or a child in Agency's custody or control, or otherwise adopted by Adoptive Family through Agency, may incur as a result of inaccurate or incomplete information provided to Agency concerning the child, its birth parents, or its extended family. Agency will use reasonable efforts to obtain the information described above regarding the birth parents, child and their medical and family histories and to make such information available to Adoptive Family as permitted by applicable law and regulations.

**3. Fees.** Agency's fees ("Agency's Fees") are detailed in separate, individual fee schedules. By signing this Contract, Adoptive Family acknowledges receipt of Agency's current fee schedule and explanation of fees. Adoptive Family elects the adoption plan noted below as evidenced by Adoptive Family's initials beside the explanation of the fee schedule:

\_\_\_\_\_ Family to Family Fee Schedule

Adoptive Family acknowledges they are liable for the birth mother's expenses from the date of intake up through and including 6 weeks after the birth of the baby. Agency will provide the Adoptive Family with their best estimate of these expenses. Adoptive Family acknowledges that if the birth mother changes her mind about placement with Adoptive Family at any time prior to the completion of the adoption, the Agency Fees will not be refunded and all amounts expended by Agency for the birth mother's expenses will be paid by the Adoptive Family in a timely manner.

Adoptive Family acknowledges and understands that payment of all Agency Fees, deposits (including, without limitation, the Living Expenses Deposit and the Medical Expense Deposit), and other pre-placement and post-placement expenses required to be paid by Adoptive Family



pursuant to this Contract must be made in full by Adoptive Family before adoption is presented to the court for approval and finalization. Birthmother living expenses are paid by agency and invoiced to Adoptive Family. Agency expects payment within 15 days of invoice date. Any invoices not paid within 15 days of invoice date are subject to a 5% late fee charge. **Adoptive Family understands that if they elect to pay for fees with a credit card, a 3% service charge will be charged in addition to the applicable fees to offset the banking service charges to Family to Family.**

Adoptive Family understands and agrees that all Agency Fees paid pursuant to this Contract are non-refundable, even if the adoption is not completed for any reason or a child cannot be placed with Adoptive Family within any specified period of time. In the event that a Birthmother changes her mind about placement after being matched with Adoptive Family, Adoptive Family is responsible for any outstanding expenses paid by Family to Family on their behalf. All expenses from this match must be paid in full before the agency can match Adoptive Family with another Birthmother.

**4. Termination.** This Contract shall terminate upon Adoptive Family having adopted one (1) child from a birth mother identified with the assistance of Agency. This Contract shall also terminate at the discretion of Agency in the event Adoptive Family does not meet the legal or regulatory requirements necessary for adoption in the State of Texas or in their State of residence.

A. Adoptive Family may terminate the services provided by Agency at any time upon thirty (30) days prior written notice to Agency and subject to payment to Agency of all Agency Fees and other costs and expenses required to be paid by Adoptive Family hereunder. Notwithstanding Adoptive Family's decision to terminate this Contract, Adoptive Family acknowledges and agrees that, except as expressly stated otherwise in this Contract, all Agency Fees and other costs and expenses previously paid by Adoptive Family hereunder will be forfeited by Adoptive Family upon termination of this Contract and Adoptive Family hereby releases Agency from any liability to refund any amount thereof to Adoptive Family.

B. At Agency's sole discretion and based on the Agency's clinical judgment or legal advisor, Agency may terminate this Contract at any time prior to placement by giving written notice to Adoptive Family. Agency's appeals process may be invoked at that time. If Agency terminates this Contract and such termination is not overturned through Agency's appeals process, then Agency will refund to Adoptive Family Agency's Fees and all deposits and expenses paid by Adoptive Family to Agency as of the date of termination of this Contract. Provided, however, that if Agency's termination of this Contract is due to a material breach of this Contract by Adoptive Family, then Adoptive Family acknowledges and agrees that Agency's Fees and all deposits and expenses paid by Adoptive Family to Agency or at the request of Agency to third parties prior to such termination, including, without limitation, housing, pre-natal and post-natal care and medical expenses for the birth mother and child, shall be nonrefundable. A material breach shall be generally defined as: the attempt by an Adoptive Family to contact or communicate with the birth parents or their relatives or representatives directly without Agency's consent or knowledge; inappropriate financial dealings with or for the benefit of the birth parents; Adoptive Family's failure to fulfill financial obligations to the agency, and the act of promising or distributing money or other assets to a birth mother; and all other actions or failures to act by the prospective adoptive parents which constitute a substantial violation of Texas law, this contract or recognized adoption agency best practices.



**5. Communication with Birth Mother.** While Adoptive Family acknowledges that Adoptive Family will normally be in contact with their birth mother, by telephone, during the course of the pregnancy, upon request of the birth mother, Adoptive Family agrees to meet with the birth mother at a time and place mutually arranged by Agency with the birth mother and Adoptive Family. Adoptive Family agrees not to make any change in the birth mother's living arrangements or promise to provide the birth mother with anything (whether tangible or intangible in nature) without first consulting with and obtaining the approval of Agency.

Adoptive Family also understands and agrees that, under Texas adoption standards, Adoptive Family is not permitted to provide goods or services directly to the birth mother except as pass-through costs arranged by Agency and Adoptive Family agrees to abide by these standards throughout and following the adoption process. Adoptive Family understands that promises of money or other assets cannot be made by Adoptive Family to the birth mother or her family and, if promised, such actions will constitute a breach of this Contract by Adoptive Family and Agency reserves the right to, thereupon, terminate Adoptive Family's adoption application.

**6. Relinquishment.** Adoptive Family understands and acknowledges that, prior to completion of the adoption proceedings and the legal adoption of the child by the Adoption Family, any relinquishment of a child made by a birth parent shall be to the custody and control of Agency. Agency, in its sole discretion, prior to completion of the adoption process and legal adoption of the child by Adoptive Family, may or may not choose to place the child in the custody of Adoptive Family, or Agency may remove a child placed with Adoptive Family if, within the sole discretion of Agency, non-placement or removal is in the best interest of the child.

**7. Risk Acknowledgement.** Adoptive Family understands and acknowledges the substantial risks inherent in attempting to adopt a child. In this regard, Adoptive Family understands and acknowledges that a birth parent is under no obligation to place a child for adoption and may choose not to place at any time prior to relinquishment and that either birth parent may refuse to relinquish parental rights to a child or may choose to assert their rights to a child at any time within the period permitted by Texas law. Adoptive Family also understands and acknowledges that birth parents or other parties may attempt to assert parental or custodial rights to a child whether or not they are legally entitled to those rights. Adoptive Family agrees that Agency will not be responsible to provide any legal services to Adoptive Family other than in connection with routine, uncontested relinquishment and termination of parental rights in connection with the adoption. Adoptive Family further acknowledges and agrees that Agency may, at any time prior to the completion of the adoption process, remove a child placed with Adoptive Family by Agency if, in the opinion of Agency, continued placement with Adoptive Family is not in the best interest of the child. Adoptive Family understands and acknowledges that Adoptive Family may return the child to Agency at any time prior to completion of the adoption process. Adoptive Family acknowledges and agrees that, in the event the placement is disrupted for any reason, all Agency Fees and all deposits and other expenses paid by Adoptive Family prior to that time are nonrefundable. Notwithstanding the above-described risks and other substantial risks associated with adoption, Adoptive Family desires to enter into this Contract and does so of its own free will and choice.



**8. Documentation.** During the term of this Contract, Adoptive Family agrees to provide Agency with all necessary information and documentation as may be required by the State of Texas or Agency in connection with Adoptive Family's adoption application. Further, during the term of this Contract, Adoptive Family agrees to promptly notify Agency if Adoptive Family changes their address, employment, or marital status, or if a member of Adoptive Family has a significant change in health status, or if an individual over eighteen (18) years of age is added to Adoptive Family's household. Adoptive Family also agrees to provide to Agency such other information as is reasonably requested by Agency in connection with Adoptive Family's adoption application. Adoptive Family agrees that the child will not be removed from the State of Texas prior to legalization of the adoption without prior written approval from Agency, which approval may be withheld or conditioned by Agency in its sole discretion.

**9. Inspection.** Subsequent to Agency placing a child into the care and custody of Adoptive Family, but prior to the legalization of adoption of that child by Adoptive Family, Agency shall have free and unrestricted access to the child and the living conditions of that child at all times as requested by Agency for purposes of inspecting the health and well-being of the child and the living conditions of the child.

**10. Birth of a Child.** Adoptive Family understands that Agency cannot determine whether a child to be adopted is a normal healthy child prior to birth. Further, Adoptive Family acknowledges that if the child has a physical or medical problem at birth, Adoptive Family is not obligated to accept the child. Should Adoptive Family elect to accept such child, then Adoptive Family agrees to and will be fully liable for any additional medical expenses incurred in connection with said physical and/or medical condition, in addition to the usual and customary costs of care of such child.

Adoptive Family agrees that if, for any reason, Adoptive Family refuses to accept the child covered by this Contract, any portion of the Agency Fee and/or any deposits paid to Agency and set aside for medical or financial assistance for the birth mother and/or child and that have been expended by Agency for such purposes will not be refunded to Adoptive Family unless and until such amounts are recovered by Agency in connection with placement of the child with another adoptive family and/or another adoption agency.

Adoptive Family acknowledges that birth mothers, not always knowing the identity of a birth father, in certain circumstances, cannot conclusively represent the true race of the child. The Adoptive Family hereby releases and agrees to hold Agency harmless from any liability attributable to any misrepresentation as to the race of the child covered by this Contract made on the part of the birth mother and from any damages arising as a result thereof. Adoptive Family reserves the right to reject any racially misrepresented child and fully understands that in so doing, that the portion of any Agency Fees or deposits used to the date of such rejection will be not be refunded to Adoptive Family by Agency unless and until such amounts are recovered by Agency by either placing the child with another suitable adoptive family or another agency.

**11. Death of a Child.** In the event of the death of the child due to a medical condition at or within thirty (30) days of birth, the Adoptive Family understands that portions of any deposits made by Adoptive Family with Agency pursuant to this Contract and expended by Agency for costs incurred up to the date of death of



such child will be nonrefundable to Adoptive Family. Adoptive Family's name will remain in active placement by Agency following the death of such child at the request of the Adoptive Family.

**12. Liability.** So long as Agency complies with the terms of this Contract and applicable Texas law, Adoptive Family agrees to release and hold Agency, as well as all employees of Agency, and the birth mother, harmless from and against any and all damages, losses or injuries which Adoptive Family incurs (1) as a result of Agency placing a child in the care and custody of Adoptive Family, or which are otherwise sustained by Adoptive Family in connection with the parties' performance under this Contract or by conditions created thereby; (2) as a result of any child placed with Adoptive Family who is born with or who contracted subsequent to birth any genetic disorder, psychological disorder, illness, ailment, or disease, and (3) as a result of Agency, its employees, staff members, contract employees, or medical doctors, retained or utilized by Agency, who fail to diagnose or treat any genetic disorder, psychological disorder, illness, ailment, or disease in any child prior to that child being placed with Adoptive Family.

**13. Indemnity.** So long as the Agency complies with the terms of this Contract and applicable Texas law, Adoptive Family, at Adoptive Family's own cost and expense, shall protect, defend, indemnify, and hold Agency harmless from and against any losses, liabilities, damages (including attorney's fees and costs incurred in defending or prosecuting any claim for such losses, damages, costs, or expenses), obligations, claims, costs, and expenses, or injuries (including death) to person or property, including, but not limited to, a child placed in the care or custody of Adoptive Family, contingent or otherwise, past, present, or future, resulting from any act, omission, or decision, caused by or sustained in connection with Adoptive Family's material failure under this Contract or by conditions created thereby, or based upon any material violation by the Adoptive Family of any statute, ordinance, code or regulation, and the defense of any such claims or actions.

**14. Responsibility.** Adoptive Family hereby assumes full responsibility, physically and financially, for the child covered by this Contract when released to Adoptive Family, as if such child had been born to them by natural birth and agree to take all appropriate steps necessary to prepare them for the care of a new-born infant, whether full-term or premature, including, without limitation, taking applicable educational classes and preparing their home for such newborn child.

At such time as Agency delivers custody of the child to Adoptive Family, Adoptive Family will provide Agency with written acceptance of such custody and acknowledgement of Adoptive Family's responsibilities in connection therewith. Further, at such time, Agency will provide Adoptive Family with written authorization to enable Adoptive Family to obtain appropriate medical treatment for the child. Adoptive Family acknowledges and agrees that Adoptive Family is responsible for obtaining all appropriate insurance coverage on the child, including, without limitation, medical health insurance. Agency will cooperate reasonably with Adoptive Family in providing copies of medical expenses in connection with the birth of the child to facilitate Adoptive Family's filing of insurance claims in connection therewith. All medical treatments for the child prior to final legalization of the adoption of the child by Adoptive Family will be subject to consultation with Agency before such treatment is given, unless such treatment is necessary, in the opinion of medical personnel attending to the child, in order to save the child's life or to prevent further injuries or infirmity to the child, in which case, prior consultation with Agency shall not be





required. However, under all circumstances prior to legalization of the adoption by Adoptive Family, Agency shall be promptly notified as soon as possible upon seeking medical treatment of the child.

Adoptive Family acknowledges that a birth certificate cannot be furnished for the child until the adoption is finalized and, possibly, for a period of up to three (3) months thereafter and that Agency has no control of when a birth certificate will be issued by the Texas Department of Health. Agency will forward the birth certificate to the Adoptive Family promptly after receipt by Agency.

Adoptive Family acknowledges that Agency is required to perform follow-up investigations into the condition of the child and the suitability of the placement until such time as the adoption is finalized. A minimum of five (5) post placement visits will be made by a social worker and a minimum of two (2) will be in the home during the waiting for completion of the adoption process (approximately six (6) months under Texas law and procedures.)

Adoptive Family acknowledges and agrees that Agency is the managing conservator of the child until the adoption by Adoptive Family is legally completed. Agency consents for Adoptive Family to travel and/or move the child adopted at will and Adoptive Family agrees to keep Agency advised of their current telephone number and address at all times. If Adoptive Family relocates to state other than Texas prior to completion of legal adoption of the child, Adoptive Family will be required to return with the child to Texas to complete the legal adoption process and Adoptive Family agrees to do so. Under no circumstances will Adoptive Family remove the child from the legal jurisdiction of the United States of America without the prior written consent of Agency, which consent may be withheld or conditioned by Agency in its sole discretion.

Adoptive Family and Agency agree to use their best efforts to complete legal adoption of each child covered by this Contract as soon as possible but, in any event, within twelve (12) months from the date of placement of the child with Adoptive Family. However, Adoptive Family acknowledges and agrees that Agency has no control over the caseload of the courts or the settings issued by the courts handling the adoption legal proceedings and the completion of the adoption process could extend beyond one (1) year from placement of the child with Adoptive Family and, in such event, Adoptive Family agrees that Agency shall have no liability to Adoptive Family as a result of any such delays. If the Adoptive Family resides in a state of the United States other than Texas at the time of the adoptive placement, it may, at its option, finalize the legal adoption either in its state of residence or in Texas.

**15. Placement Time.** Agency does not guarantee Adoptive Family a child within a specified time, nor is the sex of the child guaranteed. If Adoptive Family rejects a child based upon the sex or appearance, although it is a normal, healthy child, Adoptive Family understands and agrees that the Agency Fees and any deposits and other expenses paid by Adoptive Family to Agency or others at the direction of Agency will not be refunded nor shall Agency be liable to Adoptive Family for any costs or expenses incurred by Adoptive Family outside of this Contract in connection with preparation for adoption of such child.

**16. Default.** If either party to this Contract fails to abide by such party's duties and obligations under this Contract, then that party shall be in default under this Contract. If such default cannot be cured by such defaulting party in a manner agreed upon by all parties to this Contract, then the non-defaulting party shall



have the option of to terminate this Contract, in addition to any other remedies available to such party hereunder or at law or in equity.

**17. Remedies For Breach.** In the event of the breach or threatened breach of any provision of this Contract by Adoptive Family, Agency shall be entitled to injunctive relief, both preliminary and final, without necessity of bond or of proving lack of an adequate remedy at law, enjoining and restraining such breach or threatened breach and declaratory relief. The injunctive remedy shall be in addition to all other remedies available at law or in equity, including Agency's right to recover from Adoptive Family any and all damages that may be sustained as a result of Adoptive Family's breach of this Contract.

**18. Statutory and Regulatory Compliance.** Adoptive Family agrees to comply with any and all statutory and regulatory restrictions, regulations and/or requirements imposed on Adoptive Family by the State of Texas or any other state, jurisdiction, or court (including any agencies thereof) having authority or jurisdiction over this Contract, its fulfillment, or the placement of a particular child with Adoptive Family or legalization of the adoption by Adoptive Family. Further, Adoptive Family agrees to assist Agency in complying with any and all statutory and regulatory restrictions, regulations and requirements which may be imposed on Agency by the State of Texas, or any other state, jurisdiction or court (including any agencies thereof) as requested by Agency.

**19. General Provisions.**

A. Waiver. No delay or omission in the exercise of any right or remedy of either party shall impair such right or remedy, or be construed as a waiver thereof. Any waiver of either party of any provision or right hereunder must be in writing and signed by such party and shall not be a waiver of the same or any other provision hereof. No waiver of either party of a breach of any obligations, promises, or covenants hereunder shall be a waiver of any subsequent breach of any obligation, promise, or covenant. Any forbearance by either party to seek any remedy for any breach shall not be a waiver of its rights and remedies with respect to such or any subsequent breach.

B. Attorney's Fees. In the event of the failure of either party hereto to comply with any provisions of this Contract, the defaulting party shall pay any and all costs and expenses, including reasonable attorney's fees arising out of or resulting from such default whether or not a remedy is pursued by arbitration or the filing of an action in court.

C. Severability. In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Contract and shall in no way affect any other covenant or condition herein contained. If such covenant, condition, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope of breadth permitted by law.

D. Entire Contract. This Contract contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Contract has been or is relied upon by the parties to this Contract.



E. Amendment. This Contract may only be modified in writing, signed by all the parties hereto at the time of the modification.

F. Captions. The captions to the various sections and subsections of this Contract are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Contract or any part or parts of this Contract.

G. Notices. All notices and other communications given or required under any provisions of this Contract must be in writing and shall be deemed to have been given either (a) when delivered in person to the party entitled thereto; or (b) three (3) days after deposit in the United States Mail, certified with return receipt requested, postage prepaid, appropriately addressed to the party entitled thereto at the address listed above, or via facsimile with confirmation verification.

H. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

I. Gender Number. The singular number includes the plural whenever the context so indicates herein. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes corporation, partnership or other legal entity when the context so requires. The word "person" means person or persons or other entity or entities or any combination of persons or entities.

J. Governing Law, Jurisdiction, and Venue. The laws of the State of Texas will govern the validity, performance, and enforcement of this Contract. Jurisdiction and venue for the enforcement of this Contract shall be in the courts of Fort Bend County, State of Texas. The prevailing party in any action or proceeding to interpret or enforce the provisions of this Contract shall be entitled to recover its reasonable attorneys' fees incurred in connection therewith from the nonprevailing party.

IN WITNESS WHEREOF, the parties hereto have executed this Contract effective as of the date set forth above.

**ADOPTIVE FAMILY:**

Date: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Adoptive Parent Signature

Date: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Adoptive Parent Signature

**FAMILY TO FAMILY ADOPTIONS, INC.:**



Approved By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_\_



**FAMILYtoFAMILY**  
A D O P T I O N S