



**ADOPT FOR THE LOVE OF A CHILD
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KINGWOOD, TEXAS 77339
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**FINANCIAL AND BASIC AGREEMENT
Adopt for The Love of a Child, Inc.**

The undersigned applicant(s) request services for international (intercountry) adoption through the Adopt for The Love of a Child Corporation (“Agency”). Adopt for The Love of a Child (AdoptTLC) is a non-profit, international child placement agency licensed in the State of Texas. Through this Adoption Services Agreement, the Agency commits itself to work toward a placement of a child with the family. Correspondingly, the family commits itself to this Agency as stipulated in this Agreement, and requests the Agency act on my/our behalf and in my/our interest as agent for the family.

Assumption of Risk – I/we understand that there are risks in both foreign and domestic adoption and that the Agency cannot control all aspects of the process, nor assure a successful outcome. I/we understand that the completion of this application does not assure the placement of a child with me/us, nor does the completion of some or all of the agreed-upon Agency services assure the placement of a child with me/us. In the event of any occurrence which impedes the successful outcome of an initial adoption effort, the Agency will work with me/us for so long as reasonably necessary in pursuit of an *alternative adoption placement*.

The Agency will furnish to me/us medical and social information about an adoptive placement, when it is available to the Agency. When such information is provided, however, the Agency can neither guarantee the completeness nor accuracy of information. ***Because of the wide variance and disparity variance and disparity throughout the world in terms of both technical proficiency and education, the accuracy of medical diagnosis can be neither guaranteed nor discounted in any way;*** therefore, I/we understand that my/our child could possibly arrive with undiagnosed physical, emotional, and/or developmental problems.

Waiver of Claims – I/we hereby waive any and all claims which I/we may have now or in the future against the Agency and its directors, officers, employees and agents, including doctors. We agree to hold harmless the Agency, and its above-described directors, officers, and employees against any claims known or unknown, ***now existing or in the future, which*** may arise out of this application, receipt of services from, or adoption through, the Agency.

AdoptTLC independent from other entities, or approved agents – I/we understand that the Agency is a licensed, child-placing organization. The Agency utilizes *foreign country entities*, which are independent and separate from AdoptTLC; and whose program fees and costs are separate from those of the Agency. The Agency cannot guarantee the performance of either the local or foreign country entity, as the Agency has no direct control over either. It is understood that both AdoptTLC and any other entity referenced herein are each acting independently, on behalf of me/us, the adoptive parent(s), and each acts independently of the other, each

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as an agent for me/us. All parties herein warrant in good faith that I/we, the adoptive parent(s), shall be kept informed as to the status of the adoptive placement; I/we, the adoptive parent(s), agree in good faith, in advance, that all actions taken by the entities referenced herein shall be at my/our behest and with my/our authorization.

Termination of Agreement – I/we understand and agree that I/we cancel the Financial and Basic Agreement *at any time prior to* my acceptance of a child assignment and receive a 50% refund of the agency fee. Thereafter, there can be **NO REFUND** of the agency fee paid to the Agency. The Agency will retain the right to terminate the adoption services for cause at any time, based upon the Agency’s professional assessment. In the event of such termination by the Agency, all fees then payable to the Agency for services rendered and expenses incurred on my/our behalf shall be promptly paid in full. AdoptTLC can make **NO REFUNDS** of any fees or expenses already paid by me/us directly to any foreign country entity, or by the Agency to any foreign country on my/our behalf.

If the foreign country closes for international adoption, AdoptTLC will refund 50% of the agency fee, and will refund the foreign fee, orphanage donation and 50% of the facilitator’s fee *provided* the dossier has not been accepted for processing by the foreign government prior to the shutdown. If the dossier has been accepted and has started through the system, then the foreign fee, orphanage donation, and facilitator’s fee are not refundable.

Client’s Financial Responsibility – I/we understand that all adoption expenses incurred are my/our responsibility, and not the responsibility of the Agency. This includes any related expenses incurred by me/us other than the agency fee paid directly to AdoptTLC for their services. All foreign program fees are my/our responsibility, and not the responsibility of the Agency.

Client’s Post-Placement Responsibility – I/we understand that the laws of the foreign country may include requirements to submit post placement or post adoption reports as specified by the country. I/we agree to work with AdoptTLC to fulfill this requirement and to pay all related fees.

Disclosure of Information – I/we grant to the Agency permission to disclose to third parties such information provided by me/us as the Agency deems necessary for the performance of services to me/us; and further grant as a release, waiver and indemnification, permission to third parties to disclose to the Agency such information provided by me/us to such third parties, as the Agency deems necessary for the performance of its services. I/we additionally grant permission to the Agency to disclose by way of photographs the successful outcome of an adoption.

Furthermore, I/we state that all information and data provided by me/us as part of this Application, and all information to be provided during all aspects of the service, and the adoption process, are and will be true, accurate and complete to the best of my/our knowledge. Further, I/we understand

Acknowledgment – I/we acknowledge that the services outlined in this Agreement have been read by me/us and accepted as policies and conditions for working with the Agency. I/we acknowledge that I/we have a right to secure independent legal counsel in this process.

Applicant _____ Date _____

Applicant _____ Date _____

Reviewed & Approved:

By _____ Date _____

For The AdoptTLC, Inc.