

# Agreement for International Adoption Services

This Agreement is entered into between **Nightlight® Christian Adoptions** (Nightlight) and **Adopting Parents** in regard to services to be provided by Nightlight to Adopting Parents. Nightlight is a licensed adoption agency that provides services in a variety of areas of the international adoption process, including family assessments (home studies), assistance with adoptive placements, post-adoption supervision, and all necessary paperwork for both domestic and foreign governments.

Good communication is essential in a successful adoption. Nightlight encourages Adopting Parents to ask questions to assure that they fully understand the adoption process. If more than one adoption agency is participating in Adopting Parents' adoption process, it is important to understand which agency will be providing the various services involved in Adopting Parents' adoption and the fees and costs involved.

## INTRODUCTION

As prospective adoptive parents, Adopting Parents are about to embark upon an exciting experience. Adoption can be a very emotional process, and it is sometimes difficult to remember all the details and information Nightlight has provided concerning the adoption. Please refer to this important information throughout your adoption process. Since this is important information we ask you to sign these documents as verification you have received and read them.

International adoptions have certain risks, which may or may not be known at the time of placement or may never be known by us. The purpose of this statement is to set forth several, but not all, of the significant risks associated with entering into an international adoption plan. Adopting Parents are urged to review this document, and all documents Nightlight asks Adopting Parents to sign, with an attorney or anyone else Adopting Parents choose. Also, Nightlight wants to emphasize to you that once the adoption is finalized by the court, or an administrative body in some countries, you will have the same rights and responsibilities toward your adopted child that biological parents have toward their biological child and you will be subject to the same duties and obligations.

The amount of information available to us varies from adoption to adoption. As a result, certain risks may become known to us and/or become significant to the adoption. Adopting Parents understand that as significant, material information becomes known to us, it will be disclosed to Adopting Parents so that Adopting Parents can review it and possibly reevaluate their participation in the proposed adoption placement. Adopting Parents also understand and acknowledge that not all information will be known to us or knowable by us, and it is possible that all of the information, both known and unknown, may create risks and have an effect on the future health, social and/or emotional development of the child. Frequently, some or all of the information on a child available for adoption will be disclosed directly to the Adopting Parents by the foreign country at or after the time of the official referral of the child.

Adopting Parents may view Nightlight’s statistics on the number of placements per year for the past 3 years, the number of those adoptions that have dissolved, the number of parents who apply on a yearly basis over the past three years, by visiting the link below.

[Nightlight Prior 3 Year Statistics](#)

In addition, to view the number of children eligible for adoption or awaiting an adoption through Nightlight’s international programs, please visit our [waiting child page](#). You must create a password protected log in to view waiting children. *Hague Standard 96.39(b)*

## **DEFINITION OF TERMS**

As used in this document, the following terms are defined as follows:

"Adoptive Parents" and "Adopting Parents" or “they” or “you” or “your” refers to the individuals, whether one or two persons, whose names and signatures appear at the end of this document.

"Agency" and "Nightlight" or "us" or” our” refers to Nightlight Christian Adoptions.

"Referral Source" refers to any official person, agency or organization in a foreign country which refers children to Adopting Parents for purposes of an adoption.

"Foreign government" refers to any government entity, whether national or local, in a country outside of the United States.

“Foreign provider” refers to any person supervised or unsupervised assisting in the adoption process outside of the United States.

“Home Study Agency” refers to the agency in your state that conducts your home study and post-placement/adoption supervision and reports.

“Post Placement” – refers to families who have received placement of their child but have not yet finalized the adoption. (Example: when only a legal guardianship is provided in country and the family must finalize the adoption in the US).

“Post Adoption” – refers to after families who have received a finalized adoption decree for their child.

“Disruption” – refers to a family’s decision not to proceed with a full and final adoption of a child for which they have previously received physical or legal custody.

“Dissolution” – refers to a family’s decision to dissolve the adoption of a child whose adoption is full and final.

## **HOME STUDY**

A home study is an investigative and educational assessment for the purposes of determining Adopting Parents suitability to provide a permanent home for a child from the sending country.

If Adopting Parents live in Nightlight’s licensed area, Nightlight requires Adopting Parents to use our home study services. Families utilizing the services of another home study and post placement/adoption reporting agency are advised that their agency must be approved by Nightlight and must have a Supervised Provider or Exempt Provider contract on file with Nightlight. *Hague Standard 96.45(b)* The agency must have their Hague Accreditation, unless this requirement is specifically waived by Nightlight in the event that no Hague accredited provider exists in your state of residence.

Nightlight shall review the home studies drafted by the Adopting Parents’ home study provider and provide feedback to the home study provider which may require changes to fulfill immigration, Hague, or foreign country requirements. *Hague Standard 96.47 (a-d)*

Nightlight shall withdraw a home study approval at any time during the adoption process and at any time before the adoption is finalized should Nightlight find that an adoptive placement would no longer be in the best interest of the child. Adopting Parents expressly agree to consent to the release of information contained in their home study to Nightlight. Adopting Parents further agree that Nightlight may contact their home study provider regarding their home study assessment and all other matters related thereto.

## **LIAISON**

Nightlight shall act as a liaison between the Adopting Parents and the supervised foreign providers in the sending country. Nightlight and the supervised foreign provider will also act as a liaison between Adopting Parents and the Central Adoption Authority or its designees in the child’s country of origin. Nightlight will aid in all communication and activities necessary to meet the legal and social requirements related to a successful placement. Parents are not permitted to have contact with foreign service providers until travel in an effort to avoid communication/translation errors.

Adopting parents are not permitted to travel to the country from which they wish to adopt between the start of their adoption process and the accepting of a referral, without the express consent of Nightlight Christian Adoptions.

## POST PLACEMENT/ADOPTION SUPERVISION

When a family has received legal physical custody of a child prior to receiving a final adoption decree, both Nightlight and the family's home study agency will be required to provide supervision of the placement until the adoption is finalized. Reports prepared by your home study provider at this time are called post placement reports. Reports prepared by your home study provider after you receive a final adoption decree are called post adoption reports.

During the post placement phase of your adoption, Nightlight is responsible for monitoring and supervising the child's placement to ensure that the placement remains in the best interest of the child, and ensures that at least the number of home visits required by State law or by the child's country of origin are performed. *Hague Standard 96.50(b)* Adopting Parents agree to comply with the post placement requirements of The Hague convention.

Most countries require the adopting parents to submit both post placement and post adoption reports for a period of time, usually one to five years or more. Nightlight will provide Adopting Parents with the specific post placement/adoption requirements of the child's country of origin prior to the referral of a child, but cautions you that these requirements may be amended by the foreign country at any time prior to **or after** the adoption of your child. This means that it is necessary for the home study agency to visit Adopting Parents periodically during this period and to submit post placement/adoption reports to Nightlight after each visit. This report is then translated and forwarded to the child's country of origin. Adopting parents are responsible for translation and shipping costs associated with post adoption reports. The home study agency will also charge Adopting Parents a fee for this service. Nightlight requires that all post-placement/adoption report fees be paid in advance to assure compliance with requirements for post placement/adoption reporting. Adopting parents agree to comply with all post adoption requirements. *Hague Standard 96.51(c)* In addition, Nightlight must receive copies of your final adoption decree, your child's certificate of citizenship, and for some countries proof of registration of your child's passport with the consulate of the child's country of origin.

Adopting Parents hereby agree to cooperate with Nightlight and their home study agency in scheduling these post placement/adoption visits on a timely basis and providing Nightlight with the resulting reports, together with a minimum of six (6) current photographs of the adopted child(ren). Adopting Parents also agree to provide a copy of their final adoption decree and their child certificate of citizenship to Nightlight within thirty (30) days of receiving the document. *Hague Standard 96.50 (g-h)* In addition, the Adopting Parents agree to register their child(ren)'s passports either with the foreign ministry within the child's country of origin or with that country's Embassy within the time specified, if required by the child's country of origin. Adopting Parents waive any right to confidentiality of information pertaining to their adoption if it is necessary for Nightlight to seek to enforce these obligations by Adopting Parents.

Foreign countries frequently hold Nightlight, its foreign providers, and the home study agency responsible for the Adopting Parents cooperating with and complying with passport registration and post placement/adoption reporting requirements. Adopting Parents specifically understand and agree that they are liable for any damages incurred by Nightlight, foreign providers, and the home study agency, including consequential damages resulting from a loss of the right or ability to conduct adoption activities in the subject foreign country, caused by Adopting Parents' intentional or negligent failure to comply with passport registration, finalizing their adoption, obtaining their child's certificate of citizenship or post placement/adoption reporting requirements.

## **ADOPTION FINALIZATION - DISRUPTIONS and DISSOLUTION**

In some countries, the adoption is not finalized before you return to the United States with your child. Sometimes you will be given guardianship or some other form of temporary legal custody which will qualify you to bring the child to the United States and then finalize the adoption in the United States. If the adoption has not been finalized in the foreign country, Adopting Parents agree to initiate legal proceedings to finalize the adoption of their child in the United States within thirty (30) days of their legal ability to do so. In addition, Adopting Parents agree to provide Nightlight with a copy of their final adoption decree within (30) days of the receipt of such finalization.

The point in time when an adoption is finalized is important to the adopting family, the child and the foreign placement authority. Adopting Parents further understand that, like obligations under post placement/adoption reporting described above, failure to complete the adoption of their child as soon as they are legally able to do so and within the requirements of the foreign country, will subject them to liability for any damages to Nightlight, its foreign providers, and the home study agency resulting therefrom.

Prior to the point of finalization, the adoption proceedings may be terminated by the adopting family, the child (usually if over 10 years of age) or the foreign placement authority. This would be a 'disruption.' In the case of an international adoption that has not yet been finalized in the foreign country, this is an option legally available to all parties.

After the finalization of an adoption, if a family decides to legally relinquish their parental rights with a child, this is called a 'dissolution.'

The officials in the foreign country must be notified and included in any decisions made. In the event of a disruption, while the Adopting Parents and Child are still in the child's country of origin, Adopting Parents agree to notify their Nightlight team in the US and their Nightlight team in country immediately. Adopting Parents further agree to follow all recommendations made by Nightlight, the requests of the central adoption authority in both the US and in the foreign country, and proceed with custody transfer that is in the best interest of the child. Hague Standard 96.50(a)(e)

In the event of a disruption after returning to the US with your child but prior to finalizing your adoption, Adopting Parents agree to notify their Nightlight team in the US and their Nightlight team in country immediately. Adopting Parents further agree to follow all recommendations made by Nightlight, the requests of the central adoption authority in both the US and in the foreign country.

Nightlight will take all reasonable steps to find another family for the child, in consultation with the foreign adoption authority. Until such placement can be made and another adopting family assumes custody of the child, Adopting Parents agree to be financially responsible for the child, including, but not limited to, temporary care, medical costs, and the costs of returning the child to the foreign country, if necessary. Adopting parents further agree that any custody transfer will take place in the best interest of the child and Adopting Parents agree not to return a child to their country of origin without approval from the central adoption authority in the child's country of origin, Nightlight Christian Adoptions, and the US Department of State. *Hague Standard 96.50 (e –f) & 96.51(d)*

In the event of a dissolution while you are in the foreign country and have not yet emigrated to the U.S. and/or obtained a visa for your child, foreign law applies to how the dissolution would be processed. Again, you must notify NCA immediately. NCA will assist you with notifying the adoption authority in the foreign country to inquire about appropriate legal dissolution steps in country. NCA will continue to support you and communicate and coordinate with the foreign authorities to assist with the dissolution process, as appropriate and allowable by foreign law and as permitted by the foreign authorities. The process in each country is unique, though examples of items that NCA will offer to facilitate as needed are: identifying an attorney, finding temporary living accommodations, identifying translation services, and providing ongoing counseling and support. Once you have finalized your adoption in country, Adopting Parents agree to remain in country until they have been given permission to leave by Nightlight and the Central Adoption Authority in the child's country of origin. Leaving the country without permission will be considered abandonment of your child. Adopting Parents agree to work cooperatively with Nightlight and the Central Adoption Authorities to dissolve the adoption and agree that any child custody transfer will be made considering both the child's wishes and best interests. *Hague Standard 96.50(e-f)*

In the event of a dissolution after your child has fully emigrated to the US, Adoptive parents agree to notify and cooperate with Nightlight. Adoptive Parents must keep Nightlight informed of the progress of their child's replacement and must provide Nightlight with the new adoptive family's contact information and allow communication between Nightlight and the second family both prior to and after placement. In addition, in the event of a disruption/dissolution, the adoptive family agrees to allow Nightlight to share any and all information pertaining to the child's history and first family placement with the new family. Adopting Parents further agree to allow contracting between Nightlight and the 2<sup>nd</sup> family regarding the completion of any post placement/adoption reporting requirements. If the 2<sup>nd</sup> family does not contract with Nightlight to continue to supervise these services, the 1<sup>st</sup> family will remain obligated under this contract to fulfill the post placement/adoption reporting requirements.

In all scenarios listed above, the wishes of and the best interest of the child must be the priority in making all placement and custody transfer decisions. Nightlight cannot and does not guarantee a successful adoption or the adoption of any specific child.

Nightlight has created a Post Adoption Connection Center which has many resources and services for post placement/adoption families. Within the PACC, post placement/adoption families are given 3 free hours of post placement/adoption counseling for any families who are struggling. *Hague Standard 96.50(c)* In addition, each Nightlight office remains available to support families in their adjustment to placement. Each family completes a post adoption support plan which identifies post-adoption resources with their home study provider, prior to completion of their home study. It is Nightlight's hope to assist families who are experiencing challenges so that they are successful in their adoption. However, despite counseling and significant effort, some families come to the difficult decision to dissolve their adoptions. Nightlight has a program for such families called, 'ReNewed Hope.' The intent of the PACC is to provide additional support to a family to see if the adoption can be salvaged, but if not, the ReNewed Hope program exists to assist your family with the secondary placement of your child through domestic adoption. The placing family is financially responsible for the child, including, but not limited to, temporary care, medical costs, costs of the ReNewed Hope Program and the costs of post placement/adoption reports to the foreign country. The ReNewed Hope program has been successful in aiding families who have made this difficult decision. *Hague Standard 96.51(b)*

If your adoption is in crisis, we encourage you to reach out to us through the PACC. We are available to provide intensive case management, counseling, resources, and family support services to attempt to preserve your adoptive placement. If you determine that the placement cannot be salvaged, and you decide to dissolve the placement, NCA's Renewed Hope program is available to attempt to find an alternate adoptive family. While we are here to assist you, please understand that once your adoption is finalized, you are the legal parents of your adopted child(ren) and are therefore responsible for the child(ren) up to the point when your parental rights are legally terminated. As such, you are responsible for all costs associated with the dissolution process, including legal costs, and are responsible for ensuring that the ongoing safety and best interest of the child is maintained. We also remind you that you are in control of this process, and should the need arise for dissolution services, we encourage you to explore all of your options before making a final decision. You are in no way obligated to avail your families of the services of NCA, though you must keep us informed of any change in your child's placement.

## **FEES AND COSTS**

The total amount paid to Nightlight for Program Fees, in-country fees, government fees, and out-of-pocket costs will vary depending upon the country from which Adopting Parents adopt and the age of the child adopted. The nature of international adoption makes it impossible to predict the exact Estimated Client Coordinated Expenses. Estimated Client Coordinated Expenses are only an estimate and may be more or less in Adopting Parents' specific adoption. The Program Fees for the country Adopting Parents have chosen,

together with an estimate of Adopting Parents' other costs and expenses, and the time when payments are due, are outlined on Attachment A & B on your checklist. *Hague Standard 96.40(a-c)*

Adopting Parents agree and understand that payments made to Nightlight are not fees for a child or fees for a successful adoption but are fees for adoption services. Nightlight does not customarily charge fees above and beyond what has been disclosed in the Adopting Parent(s) Fee Schedule. Nightlight maintains the right to adjust or modify the Fee Schedule in the event that a third party increases fees. Adopting Parent(s) understand and assume the risk that additional fees may be charged. These costs can be caused by any number of reasons in the foreign country. Parent(s) understand that fees both domestic and foreign are subject to change with or without notice and possibly without specific explanation. However, in an effort to minimize this risk, Nightlight makes every effort to keep the fees as consistent as possible. Adopting Parent(s) agree to pay funds to Nightlight as requested per the Fee Schedule

Nightlight provides clients with monthly statements only if there has been activity on the case or if a balance is outstanding. All fees and costs are due and payable in accordance with the fee schedule or when billed. A late fee of 12% annual (1% monthly) will be assessed for fees more than 30 days past due.

Nightlight Christian Adoptions does not customarily charge additional fees and expenses beyond those disclosed in the fee schedule signed by the Adopting Parents. In the event that unforeseen additional expenses are incurred in the foreign country, Nightlight charges additional fees and expenses only under the following conditions:

- a) It discloses the fees and expenses in writing to the Adopting Parents
- b) It obtains the specific consent of the Adopting Parents prior to expending any funds in excess of one thousand dollars (\$1,000) for which Nightlight will hold the Adopting Parents responsible unless the Adopting Parents choose to waive this notice and consent requirement in advance; and
- c) It provides written receipts to the Adopting Parents for fees and expenses paid directly by Nightlight in the Convention Country and retains copies of such receipts, if possible.

*Hague Standard 96.40(g)*

Adoption fees, especially those paid to other agencies, in-country coordinators or others in a foreign country may change at any point in the adoption process. This may be due to economic circumstances, the need for additional services required by the foreign country and/or United States, or for reasons unknown to us. Nightlight will inform Adopting Parents when Nightlight becomes aware of any change in such fees. However, Nightlight cannot control nor limit any increase in these charges. Adopting Parents understand that they will be informed in advance of any increase in fees exceeding \$1,000, and be given the opportunity to consent to the increase before moving forward with their adoption. Adopting Parents also acknowledge that they are responsible for the fees they pay to anyone other than us, and that Nightlight is not responsible nor liable for any increase in those fees.



In certain circumstances, Adopting Parents may pay fees directly to agencies, governments, or others in a foreign country. If Adopting Parents' adoption is not completed for any reason, they may or may not receive any refund of fees they have paid or Nightlight has paid on their behalf to the foreign sources. Adopting Parents agree that Nightlight is not liable nor in any way responsible to pay to Adopting Parents or obtain for Adopting Parents a refund of such fees, although Nightlight will make reasonable efforts to do so. In addition, Adopting Parents agree not to make any payments of any kind for adoption services or to any individual or entity in a position to influence the release of a child. This includes a prohibition on direct or indirect payment to any official or employee of a foreign government, orphanage, birth parent, or relative of the child. Making payments as an inducement to release the child is a violation of this agreement and grounds for termination of this agreement with Nightlight Christian Adoptions. *Hague standard 96.36(a)*

Fees and costs paid or payable to us for services rendered in connection with Adopting Parents' adoption are **non-refundable** in accordance with the Fee Schedule provided to them. After two years from the date of this agreement, Nightlight reserves the right to increase fees. It is important to understand that Adopting Parents are paying for services provided to them or for the benefit of their child. Although fees and costs are generally phased over the course of the adoption, they should never be construed as payments in exchange for a child. In addition, in the event that you must put your adoption on hold, fees paid to Nightlight will be good for up to 2 years from your hold date. Nightlight agrees to credit your file with those fees paid upon your return within 2 years. However, if the program fees have increased during your time on hold, you will need to adhere to the new fee schedule.

Adopting Parents may request a refund for services not yet rendered by e-mailing their program coordinator. Requests for refunds will be processed within 14 days and refund checks will be issued within 30 days of approval of the request.

All donations made to Nightlight Christian Adoptions are non-refundable. Any calculation of refund or disbursement of grant funds will deduct the amount of money due for post adoption reports whether that money shall be paid to Nightlight or another agency. *Hague Standard 96.40(d & h)*

## **GENERAL RISKS IN INTERNATIONAL ADOPTIONS**

Adopting Parents understand that there are significant risks in pursuing an international adoption. Nightlight will diligently pursue the successful completion of an adoption for Adopting Parents, but Adopting Parents acknowledge that Nightlight cannot control all aspects of the process nor guarantee a successful outcome. Completing an application and/or enrolling in our program does not guarantee the placement of a child. Further, Adopting Parents understand that while a foreign country may try to honor Adopting Parents' requests for specific characteristics in a child (such as age), this might not be possible. Nightlight also may not be able to secure a referral of a child from the foreign country Adopting Parents want to adopt from and/or with the

characteristics they desire. While Nightlight will try to accommodate Adopting Parents' desires, Nightlight cannot guarantee that it will be able to do so.

Foreign Countries, The Department of State, and Hague accrediting bodies hold Nightlight responsible for Hague compliance and the actions of prospective adoptive parents. Adopting Parents specifically understand and agree that they are liable for any damages incurred by Nightlight including consequential damages resulting from a loss of the right or ability to conduct adoption activities, caused by Adopting Parents' intentional or neglectful failure to comply with Hague regulations.

## **CHILD REFERRALS**

Adopting Parents understand that even if they are "pre-matched" or drawn to a particular child who they hosted or have seen photo-listed, or otherwise hope to adopt, that this referral is not official nor being exclusively held for them until they have completed a home study and have that referral issued to them by the foreign central authority.

Nightlight receives information about the Child that is under consideration for adoption from the sending country. Depending on the country, Nightlight's foreign supervised provider or the country's Central Authority or its designee will initially identify a child for adoption and provide the child's background study. Nightlight's foreign supervised provider or the country's Central Authority or its designee, will secure the necessary consent or termination of parental rights to adoption. Nightlight shall make reasonable efforts to obtain the date the child came into care, the child's condition at the time, any significant illnesses or hospitalizations, & all available medical, psychological, developmental and historical records regarding the referred child. Nightlight will also make Adopting Parents aware of any specific information on the known health risks in a specific region or country where the child resides. Nightlight shall provide Adopting Parent(s) with copies of all the referred child's medical, developmental, and social records, to the extent such records are available to Nightlight. Nothing in this agreement shall be construed to create an obligation on the part of Nightlight to conduct any assessment, evaluation, testing, or screening of any child. *Hague Standard 96.49(d)*

Nightlight shall make all reasonable efforts to ensure that such records are translated into English and that Parent(s) receive records in the foreign language and English. Parent(s) may arrange for their own translations. *Hague Standard 96.49(a-c)*

The initial report will be provided to Adopting Parent(s) adopting from Convention countries at least fourteen (14) days prior to Adopting Parent(s) traveling to the Child's country of origin to finalize the adoption or placement of the Child with Parent(s), whichever is earlier. Nightlight does not withdraw a referral until the prospective adoptive parent(s) have had two weeks (unless extenuating circumstances involving the child's best interests require a more expedited decision) to consider the needs of the child and their ability to meet those needs, and to obtain a physician's review of medical and other descriptive information, including photos and videotapes of the child if available. *Hague Standard 96.49 (a)*

Adoption is not just an event, but it is a lifelong commitment for you and your child. Nightlight Christian Adoptions requires every family to go through a referral review process with our social services team prior to officially accepting a referral. This is part of the child specific education process required under The Hague convention. This process is important and should be completed in earnest to ensure that your family is fully prepared to bring your child into your home. This referral review process is in place because we want to do all we can to make your adoption a success. Adopting Parents understand and agree to fully participate and complete the referral review process as directed by the Nightlight team. *Hague Standard 96.48(c)*

Adopting Parents understand that a specific child may be referred to Adopting Parents, but that referral may be lost for any of several reasons, which are beyond our control. For example, a child may become too ill for placement; the child may not be available within the time frame Adopting Parents desire or within the foreign country's time limitations; or it may be determined that the child will never be legally free for adoption.

The United States government may change immigration or other rules, which then preclude Adopting Parents from proceeding with adopting the child referred to Adopting Parents. The United States government may refuse to issue the necessary visa for the child to enter this country due to problems with Adopting Parents' situation or due to problems in the foreign country.

Sometimes the foreign country or independent referral source will withdraw a referral with or without explanation. This can happen because of a change in the foreign country's local or national politics, a change in officials, increased concern within the foreign country regarding international adoptions of their children, a relative coming forward to claim the child, or a foreign national desiring to adopt the child. Adopting Parents understand that these events are not under our control, and Nightlight cannot change decisions made by a foreign government.

In rare circumstances, Nightlight may also withdraw a referral if it is found that such an adoptive placement is not in the best interest of the child.

## **MEDICAL, DEVELOPMENT AND EMOTIONAL RISKS**

Nightlight cannot predict an adoptive child's mental or physical development, emotional and/or personality characteristics, health, medical problems, learning disabilities, intellectual ability, hyperactivity, attention deficits, attachment and/or bonding issues, appearance or inherited characteristics. Nightlight will pass on to Adopting Parents all information that is provided to us by the referral source and/or foreign government or agency.

Adopting Parents understand and acknowledge that the medical and social information given to us by the referral source, governmental agency or by hospitals or doctors and passed on to Adopting Parents may be incomplete or erroneous. It is even possible that some of these sources of information will intentionally give

incorrect information or fail to give important information to us. Adopting Parents are required to consult with a pediatrician, international medical specialist or other appropriate medical specialist to review such information and provide Adopting Parents with an opinion regarding this information, or absence of such information, before accepting referral of any child.

Adopting Parents further understand and acknowledge that a referred child may have undiagnosed or misdiagnosed medical, development, emotional or physical problems which may be temporary or permanent. Such problems may not be apparent until after the child is in Adopting Parents' home. Nightlight cannot guarantee the accuracy or completeness of any information given to us about the child, including the child's age, or the results of any testing done on the child in the foreign country.

Nightlight does not assume any duty to independently verify the information given to us by referral sources, governmental agencies, hospitals, doctors or other sources nor will Nightlight make an independent investigation into the child's background and health or social situation. Adopting Parents agree not to expect or rely upon us to verify or investigate the truth of information provided to us by the referral source or other parties at the time of referral or in the future. Any representations to the Adopting Parents by Nightlight are only opinions; employees of Nightlight are not medical experts.

Adopting Parents specifically agree to hold us harmless and not to pursue any legal action against us in any way at any time for the child's physical, emotional or mental health or development or ability to integrate into Adopting Parents' family.

Adopting Parents will receive updated information pending the adoption. Nightlight makes reasonable efforts to obtain such information but cannot guarantee the number of updates Adopting Parents will receive or if Adopting Parents will receive any updates.

## **TIME FRAME**

International adoptions are unpredictable in many ways, one of them being the time frame in which Adopting Parents will receive a referral or a placement of a child with Adopting parents. There can be no assurances or guarantees that Adopting Parents' adoption will proceed in any specific length of time. For example, the adoption may be delayed or discontinued by the foreign country for reasons either explained or unknown. The court in the foreign country may not approve the adoption or may withdraw approval of the licensing or investigating body in either the United States or the foreign country.

International adoptions are also at the mercy of international politics and national policies of the foreign country. A change in government may change Adopting Parents' opportunity to adopt in that country. An international crisis or circumstances such as a war or terrorist action in either the United States or the foreign

country may delay or stop adoptions. These factors can impact Adopting Parents' adoption at any point in the adoption process.

In addition, the visa process for international adoptions is often delayed by embassy officials upon investigation of the merits of each adoption case. Therefore, the length of time from the adoption finalization to the granting of the visa varies from country to country and is often unpredictable.

## **TRAVEL**

Travel to and from foreign countries can be uncertain. Although Adopting Parents may be given a specific date for travel to the foreign country, this date may change unexpectedly. Once Adopting Parents arrive in a foreign country, events there may delay their return to the United States through circumstances of which Nightlight is unaware or which arise while Adopting Parents are there. Adopting Parents agree that Nightlight is not liable or otherwise obligated for any expenses Adopting Parents incur in traveling to a foreign country to receive the referral of a child, to participate in the adoption of a child or to bring a child back to the United States or which arise due to changes in travel plans or times.

Nightlight cannot ensure the safety of Adopting Parents and families when traveling in the U.S. or overseas. All travel involves risks of crime and accident. Travel to a foreign country may involve additional risks and hardships, including but not limited to: exposure to illness or disease, unsanitary or unsafe food and water, inadequate or non-existent medical and dental services, and political instability. For these reasons, Adopting Parents should carefully consider before electing to travel overseas or electing to participate in a program that requires overseas travel. It is strongly recommended that Adopting Parents travel with an adult companion, but not bring children or persons with health problems or special needs when traveling overseas. If overseas travel is required of or elected by Adopting Parents, Adopting Parents hereby release, Nightlight Christian Adoptions from any and all liability for any accident, injury, hardship or loss in any form whatsoever, occurring during Adopting Parents travel to and from the sending country and stay in-country.

At all times during Adopting Parent(s) visit, Adopting Parent(s) agree to behave in an appropriate manner with the understanding that Adopting Parent(s) are not only representing Nightlight, but also adoptive parents generally and, in many ways, the United States as a whole. Undesirable behavior or actions could have a significant negative impact on Adopting Parent(s) adoption and international adoption as a whole. Adopting Parent(s) agree to at all times act civilly and respectfully towards the culture, customs, laws, and sovereignty of the people, government, and institutions of the sending country.

## **CONTROL OVER OTHER ENTITIES**

There are many governmental and non-governmental agencies involved in an international adoption over which Nightlight has no control. Nightlight cannot guarantee the actions of any agency or individual over whom

Nightlight does not have complete control. This includes foreign officials, foreign attorneys, foreign referral sources, orphanages, foreign immigration and governmental agencies.

In addition, Nightlight cannot control the actions of the United States Citizen and Immigrant Services (USCIS), National Benefits Center (NBC) or the United States Embassy Consulate officials in a foreign country. Nightlight cannot guarantee that the U.S. Embassy Consulate office which processes a child's immigration visa will find that the child meets the definition of an "orphan." This determination is solely within the discretion of the USCIS. Further, in certain cases, the USCIS has stopped children from entering the U.S. for an adoption due to problems in the foreign country. Nightlight will keep Adopting Parents informed of the USCIS situation with regard to a child Adopting Parents wish to adopt, but Nightlight cannot guarantee the child will be allowed to enter the United States.

## **LEGAL RISKS**

In any adoption there may be legal risks. These include the risk that the agency or court in the foreign country may not approve Adopting Parents' adoption or will change the requirements for Adopting Parents to complete the adoption. There may be issues raised by a termination of parental rights in the foreign court based on a relinquishment by the birth mother or birth father. If Adopting Parents must finalize or confirm the adoption when Adopting Parents return home with a child, the court in Adopting Parents' state may not approve the adoption or may have additional requirements Adopting Parents must meet beyond those of the foreign court or the NBC. Nightlight strongly recommends that Adopting Parents consult with an attorney regarding any issues which are of concern to Adopting Parents.

Although risks can never be totally eliminated, Nightlight encourages Adopting Parents to talk to other adoptive parents and adoption professionals who are familiar with international adoptions to better understand the risks involved.

## **WAIVER OF LIABILITY**

The Adoptive Parents acknowledge and understand all the risks of adoption as set forth in this document. Adoptive Parents wish to pursue an adoption plan and to seek an adoptive placement, knowing and assuming all the medical, legal and other risks of adoption as set forth in this document. Adoptive Parents agree to this waiver understanding that it is limited and specific to those risks which have been described or reasonably implied in this document.

Adoptive Parents hereby waive, release, and forever discharge Nightlight, its employees, home study providers, officers, directors, successor corporations and affiliates from any and all claims, demands, charges, causes of action, liabilities, penalties, costs and expenses, including attorney fees, that Adoptive Parents who sign this waiver may have now or in the future against Nightlight, its employees, home study providers, officers,

directors, successor corporations, affiliates and any third party, including, but not limited to, any foreign agency, lawyer, in-country coordinator, governmental body, nation or any other individual or organization. Nothing herein shall relieve any party of liability imposed by law for intentional acts or gross negligence and not subject to a general waiver of liability.

We understand that Nightlight Christian Adoptions uses photographs of families and children for educational and promotional purposes. Therefore, we authorize Nightlight to utilize our photographs in the newsletter, scrapbook, office bulletin boards, social media, and general use (ex. frames at promotional events.) This includes photographs sent to Nightlight by families, and taken at various events sponsored by Nightlight.

In an effort to protect the privacy of the children, who are being considered for adoption or in the process of adoption, Nightlight requires that each Client agrees not to discuss, post, or disclose personal information regarding any referral you may receive on the internet. In addition, foreign cultures do not always share the same enthusiasm for adoption as the adoptive parents. Any comments made on the internet in regards to the adoption process, orphanage, country, or child could be taken offensively, even though that was not the intent of the poster. We understand this agreement includes but is not limited to the posting of pictures, discussions of orphanages, locations, and personal information concerning the child or **your particular adoption case** in chat rooms, discussion boards, websites, and online journals/diaries. Adopting Parents may not share process information, country information, or child specific information. Any family violating this policy will be subject to termination as a Client of Nightlight.

**Exception:** a family may create [not join] a by-invitation-only page for the purpose of updating family and friends about the adoption.

Participation in social media groups should be restricted to gathering/sharing general information about the adoption process from a particular country [not your agency, your case, or your child.]

## **ADDITIONAL ADOPTING PARENT RESPONSIBILITIES**

Adopting Parent(s) must be diligent throughout the adoption process in promptly completing their responsibilities. A failure to promptly complete any of the following responsibilities may not only be cause for the termination of the Agreement but may also jeopardize the Adopting Parent(s) adoption.

### Communication:

Parent(s) shall maintain open communication with Nightlight. Parent(s) shall communicate directly to Nightlight with any questions or concerns about the adoption process. Further, Parent(s) shall communicate with Nightlight before taking any action that may jeopardize the adoption, this includes a breach of the referred child's confidentiality.

Parent(s) shall communicate with Nightlight regarding a change in status or change in plans within five (5) business days of such change. Parent(s) shall keep Nightlight fully informed within five business days of the following changes while Agreement is in effect:

- (a) Marital status;
- (b) Employment;
- (c) Financial status;
- (d) Home address;
- (e) Email address;
- (f) Phone number;
- (g) Family composition;
- (h) Additional household member;
- (i) Pregnancy;
- (j) Criminal history of any household member (excluding minor traffic infractions);
- (k) Change in health status of any household member;
- (l) Any allegations of child abuse or neglect against any household member;
- (m) Any efforts made by Parent(s) to adopt a child through any means or entity other than Nightlight; and/or
- (n) Any other significant change.

Adopting Parents are obligated at all times to provide Nightlight with truthful, accurate, and complete information throughout the duration of this Agreement.

Adopting Parent(s) agree not to contact Nightlight' foreign providers directly without the express consent of Nightlight, unless Parent(s) are in the country.

Obligations:

Adopting Parents agree to complete all required pre-adoption Hague education and any additional education requested by Nightlight prior to the completion of their home study. Adopting Parents further agree to complete all child specific education assigned to them by Nightlight prior to traveling to finalize their child's adoption. *Hague Standard 96.48 (a-h)*

Adopting Parents agree to complete their dossier paperwork within six (6) months following the completion of their orientation phone call with their program coordinator, unless extenuating circumstances cause a delay. This time frame is in place because the more time that elapses during the adoption process, the more risks Adopting Parents may encounter; for example, losing a potential referral or the changing of laws. In the event that an Adopting Parents dossier completion takes longer than six (6) months; Adopting Parents understand that Nightlight has the right to terminate their adoption process.

**POLICY AGAINST PREFERENTIAL TREATMENT:**

It is Nightlight's policy to provide placement services in the best interest of the Child. No preferential treatment is given to Nightlight's board members, contributors, volunteers, employees, agents, or consultants with



respect to the placement of children. This policy is not meant to discourage stakeholders from allowing Nightlight to assist them in successful placement, but rather to ensure that placement is made fairly among all of Nightlight's clients. *Hague Standard 96.39(c)*

### **POLICY ON DONATIONS TO ORPHANAGES/SPECIAL PROGRAMS DISCLOSURE:**

Nightlight does not accept charitable donations intended for third parties. This policy is not meant to discourage Parent(s) or others from donating to orphans in need, but rather to ensure that prospective adoptive parent(s) are not under the impression that their donations will influence placement decisions.

In Nightlight's experience, however, it is common for prospective adoptive parents who have visited the orphanages during their stay in the Child's country of origin to help the children left behind. There are many ways to help these orphans, should one choose to do so. Past client families have enjoyed the rewards and satisfaction of helping those children in need by providing not only money, but also donating bedding, medication, clothes, coats, toys, and much more.

Any donations that Nightlight, its team members, or its client may wish to provide to an orphanage or service provider may be made through a non-profit charitable organization. Nightlight has worked with foundations and charitable organizations in the past that receive and distribute donations in a manner supportive of orphanage missions, service projects and assistance. Nightlight supports charities and foundations with a mission to improve the lives of orphans throughout the world.

### **TRANSFERRING NIGHTLIGHT PROGRAMS:**

In the event that the Adopting Parents have begun the adoption process from one country or program and desire to switch to another country or program, Nightlight will offer families a 25% transfer of non-pass through fees paid in the first program toward the fees due in the 2<sup>nd</sup> program.

In the event that the Adopting Parents switch programs to match with a waiting child, Nightlight will offer families a 40% transfer of non-pass through fees.

*Hague Standard 96.40(a)*

### **AGENCY RIGHTS TO TERMINATE SERVICES**

We understand that Nightlight Christian Adoptions has the right to terminate this Agreement with us without refund of fees for any of the following reasons:

- Our failure to pay fees or expenses within the time agreed to in this Agreement;
- Our failure to cooperate and comply with all reasonable requests of Nightlight in reference to our adoptive placement;
- Our breach of any term of this Agreement;
- Our perpetuation of a fraud, tort, or crime, whether in connection with the use of Nightlight's services or otherwise, or any conduct of ours whatsoever that Nightlight, in its sole discretion, believes to be criminal or fraudulent;
- Our actions, as determined solely by Nightlight, which could interfere with Nightlight's relationships with other clients, any government entity, any court jurisdiction or legal counsel, or any person or business with whom Nightlight has relationships, including but not limited to our attempts to secure a child outside of Nightlight's auspices or normal business practices;

- Our conduct, as determined solely by Nightlight, which renders it difficult for Nightlight to carry out the purpose and spirit of this Agreement, which will include conduct on our part that causes Nightlight to have concern as to whether the placement of any child in our home is truly in the best interest of the child;
- Our mistreatment, as determined solely by Nightlight, of any person associated with Nightlight, including, without limitation, any rude, offensive, or disrespectful conduct taken toward any person associated with Nightlight;
- Our attempt to adopt a child from any resource at or near the same time that we attempt to adopt a child from Nightlight, unless Nightlight has been notified in writing within 2 business days of our initiation or decision to begin the adoption process with another resource. Furthermore, we agree that Nightlight can terminate our adoption proceedings if Nightlight determines, in its sole discretion, that the adoption is not in the best interest of the child or children, even if our home study approves us for multiple placements.
- Our failure to keep Nightlight informed in writing of any changes or occurrences in our lives, prior to actual placement or during the period of finalization, which might render us ineligible to adopt, including but not limited to, loss of job or income, bankruptcy, diagnosis with significant mental or physical illness, marriage dissolution, moving to a new residence, etc.
- Any misrepresentation by us to Nightlight or any other individual or entity in any way connected to our adoption, whether in writing (including all representations in this agreement) or otherwise.
- If Nightlight discovers that we have made a payment of any kind to induce the release of a child.
- A determination by Nightlight that the child's placement with us is not in the child's best interest
- Any failure or refusal by the foreign entity to grant the child placement.

## ACKNOWLEDGEMENT OF RISK

Nothing in this Agreement and nothing in Nightlight's statements to Adopting Parents shall be construed as a promise or guarantee about the outcome of Adopting Parents' adoption. **Because of the nature of international adoption, Nightlight makes no representations as to the outcome of an adoption. No guarantee can be given, although a candid exchange of questions and views between Nightlight and Adopting Parents is always encouraged.**

In accordance with Hague Standard 96.41, Nightlight has provided Adopting Parents with a copy of its Complaint Policy, Complaint Form and information on the Complaint Registry as Attachment B to this Agreement. By executing this Agreement, Adopting Parents acknowledge receiving this information.

Attorneys' Fees. If any action is necessary to enforce this Agreement, the prevailing party shall be entitled to recover its attorneys' fees.

Governing Law. This Agreement shall be governed by the laws of the State of California. The parties agree that the proper venue for any action under this agreement shall be Orange County, California.

Complaint Policy. Nightlight's Complaint Policy is a part of this agreement and can be found in your checklist which you received with this agreement. *Hague Standard 96.41(a)* Should a dispute arise from this agreement, Adopting parents Agree to first exhaust all options through Nightlight's Complaint Procedure including all appeals to the Nightlight Board of Directors before taking any additional legal action.

Nightlight does not take any action to discourage Adopting Parents from filing complaints or retaliate against any client for making a complaint or expressing a grievance. *Hague Standard 96.41(e)*

We, the undersigned, understand that it is our duty as Nightlight clients to report any suspected child abuse to Nightlight Christian Adoptions. This includes if we witness any suspicious behavior towards a child by a

biological parent, expectant parent, adoptive parent, Nightlight employee, or overseas workers. These suspicions will be immediately reported to our Nightlight adoption advocate and/or the child protective services department of our state of residence.

***Providing false information or failing to disclose required information is grounds for terminating Adopting Parents' application without refund of any fees paid.***

This agreement shall be governed in accordance with the laws of the state of California.

In accordance with Hague Standard 96.36 (a), Nightlight confirms that it prohibits its employees and agency from giving money or other consideration, directly or indirectly to a child's parent(s), other individual(s) or an entity as payment for the child or as an inducement to release the child. If permitted or required by the child's country of origin, an agency may remit reasonable payments for activities related to the adoption proceedings, pre-birth and birth medical costs, the care of the child, the care of the birth mother while pregnant and immediately following birth of the child, or the provision of welfare and child protection services generally. Permitted or required contributions shall not be remitted as payment for the child or as an inducement to release the child.

We understand that Nightlight uses a secure database for storing our adoption information. As an applicant of Nightlight Christian Adoptions, we understand and agree to submit online forms through this database from application through post adoption reporting. This database, which is encrypted and backed up on a remote server, will remain in use even after our adoption is complete, as a way to access adoption information for our family required by state and federal laws. As a client of Nightlight, we agree to these terms.