

# 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 or initial 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.

## **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.

"Partner Agency" refers to any U.S. domestic agency, which Nightlight works with to assist with adoptions in the specific foreign country from which Adopting Parents seek to adopt.

"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.

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

## **POST ADOPTION SUPERVISION**

Most countries require the adopting parents' home study agency to supervise the adoption for a period of time, usually one to five years or more. Nightlight will provide Adopting Parents with the specific post 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 a post-adoption report to Nightlight's

International Division 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 charge Adopting Parents a fee for this service. Many home study agencies require that all post-adoption fees be paid in advance, and in many cases to pay a refundable deposit to assure compliance with requirements for post adoption reporting and registration of the child's passport with the consulate of the child's country of origin. 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-adoption reporting agency are advised that their agency must have a Supervised Provider or Exempt Provider contract on file with Nightlight. The agency must have or be in the process of obtaining their Hague Accreditation, unless this requirement is specifically waived by Nightlight.

Adopting Parents hereby agree to cooperate with Nightlight and their home study agency in scheduling these post-adoption visits on a timely basis and providing Nightlight with the resulting post-adoption reports, together with a minimum of six (6) current photographs of the adopted child(ren). 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 Partner Agency and the home study agency responsible for the Adopting Parents cooperating with and complying with passport registration and post adoption reporting requirements. Adopting Parents specifically understand and agree that they are liable for any damages incurred by Nightlight, or any Partner Agency, 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 or post 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.

The point in time when an adoption is finalized is important to the adopting family, the child and the foreign placement authority. 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. The officials in the foreign country must be notified and included in any decisions made. In the event of a disruption, Nightlight will take all reasonable steps to find another family for the child, in consultation with the foreign placement 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.

Adoptive parents agree to notify and cooperate with Nightlight in the event of a disruption/dissolution. 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 understand that, like obligations under post 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 Partner Agency and the home study agency resulting therefrom.

After the finalization of an adoption, if a family decides to legally relinquish their parental rights with a child, this is called a 'dissolution.' Nightlight has post adoption resources and programs offered at each Nightlight office to support families in their adjustment to placement. Each family identifies a post-adoption resource list with their social worker, prior to completion of their home study. Support programs are offered at the Nightlight offices for families' post adoption including additional counseling for families who are struggling. 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 is to provide additional support to a family to see if the adoption can be salvaged, but if not, there is a program to assist the family with the secondary placement of a 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 adoption reports to the foreign country. However, the program has been successful in aiding families who have made this difficult decision.

If your adoption is in crisis, NCA encourages you to reach out to us. We are available to provide intensive case management, respite care, counseling, 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, though NCA's Renewed Hope program we can work with you 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.

If you make the decision to dissolve the adoption and 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. 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 translations services, and providing ongoing counseling and support.

## **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 to this Agreement.

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. Agency program fees are subject to change with 90 days' notice. Any such fee increase will *not* apply to families who have completed their dossier and paid the dossier phase fees. Adoption fees, especially those paid to 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 and 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 to agencies, governments, facilitators or others in a foreign country. If Adopting Parents' adoption does not happen 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.

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.

## **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 with them. 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.

## **LOST REFERRALS**

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

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.

## **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 should consult with a pediatrician, OB-GYN, 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.

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.

## **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.

## **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.

## **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 only, not the birth father. If Adopting Parents must finalize or confirm Adopting Parents' 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 Partner Agency, its employees, social workers, independent contractors, independent contract social workers, 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 Partner Agency or its employees, social workers, independent contractors, independent contract social workers, 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. 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. 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].

## **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.

## **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 explained in Attachment B.

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 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.