

This Agreement is entered into between Nightlight Christian Adoptions (herein afterward referred to as “Nightlight”) and Prospective 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 adoption process, including home studies, birth parent counseling, birth parent selection of prospective adopting parents, birth parent relinquishments, adoptive placements, post-placement supervision, court reports and international adoptions (separate agreement provides terms of international adoption services).

Good communication is essential in a successful adoption. Nightlight encourages prospective adopting parents and birth parents to ask questions to assure that they fully understand the adoption process, the services which Nightlight will provide, and the fees and costs involved. Determining who will assist you in the adoption process is an important decision and prospective adopting parents and birth parents are urged to fully investigate any adoption professional they use.

Agency Adoption Plan

The Agency Adoption Plan, sometimes referred to as a full service agency adoption, consists of all necessary elements of a domestic adoption, except legal services. Nightlight prepares the home study if you are a resident in one of our licensed states; conducts birthmother outreach, screening and counseling; assists the birthmother in selecting prospective adopting parents; works with the birth father (if cooperative); matches you with a birth mother; prepares the adoption plan; assists in obtaining the birth mother and/or birth father relinquishments; places the child in your home; provides post-placement support and supervision; and prepares the court report to finalize the adoption. It also includes the payment of reasonable and necessary expenses incurred by the birth mother in connection with her pregnancy, such as, living expenses, maternity clothing and the like.

Modified (Independent, Designated) Adoption

A modified adoption applies to adoption situations where clients engage the services of Nightlight after having been matched with a birth mother OR who sign up with Nightlight under the Adoption Agency Plan and are then matched with a birth mother through another resource. The services provided by Nightlight include those described under Agency Adoption Plan, recognizing that Nightlight has not screened and participated in the birth mother selection process. Nightlight strongly encourages prospective adopting parents to work with licensed adoption professionals. Although prospective adopting parents are encouraged to pursue a wide variety of networking opportunities, Nightlight reserves the right to not work with families who have been selected as prospective adopting parents through the use of unlicensed, paid intermediaries or facilitators.

In most states, a home study is current for a period of one year from its completion. A home study update must therefore be completed annually. An update is also necessary when there have been significant changes in the home, such as the addition of a family member to the household or a change of residence.

Families utilizing Nightlight for only home study and post-placement services are advised that post-placement fees will be paid up front at the time of the home study payment. Post placement funds will be held in trust until the post placement report is completed. In the event that you do not complete an

adoption, fees for post placement services will be refunded upon request.

Legal Services and Fees

Fees for legal services are not included in any of the fees quoted by Nightlight and are the responsibility of the prospective adopting parents. This includes legal fees incurred by Nightlight in connection with any contested adoption, whether it is necessary for the services of an attorney to be retained to represent Nightlight or the prospective adopting parents. Such legal fees and costs may be billed by the attorney directly to the prospective adopting parents.

Cradle Care Expenses/Fees

In the event that it is necessary to utilize an approved cradle care home for the temporary placement of a child, for instance while awaiting ICPC approval in an interstate adoption, the adoptive parents will be solely responsible for reimbursement of the cradle care expenses associated with the child's care during that time period. These fees will be due immediately upon receipt.

Post-Placement/Adoption Supervision and Requirement

Post-Placement Supervision visits and reports are completed on a regular basis until finalization of the adoption. In addition to the required visits and reports, NCA requires Adoptive families to create an online photo share account allowing the birth parent access to photos of the child uploaded on a regular basis. Additionally, NCA requires an update letter from the adoptive parents along with several photos to be submitted to the agency quarterly during the first year, and then annually until the child is 18 years of age. These photos and letters will be kept on file and shared with the birth parent upon request. NCA and the home study agency are responsible for the Prospective Adopting Parents cooperating with and complying with post placement/adoption reporting requirements. Prospective Adopting Parents specifically understand and agree that they are liable for any damages incurred by NCA and the home study agency, including consequential damages resulting from a loss of the right or ability to conduct adoption activities, caused by Prospective Adopting Parents' intentional or negligent failure to comply with post placement/adoption reporting requirements. Because this requirement is so critical to the continuation of adoptions, Prospective Adopting Parents have initialed the box below to verify they fully understand their obligations.

In addition, we understand that it is a Nightlight expectation that either one or both of us take advantage of FMLA and stay home with our child for a minimum of 60 days after placement. This expectation is to facilitate bonding, attachment, and the best possible placement outcome for our child.

Social Media Policy

In an effort to protect the privacy of the women considering adoption and their children, Nightlight requires that each Client agrees not to discuss, post, or disclose personal information on the internet, regarding any possible match you may have with a birth mother. 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.

You also agree, forever, to not post public negative comments about the birth family, previous foster family, or previous adoptive family. You further agree not to post any photos of your child's face on social media until after the adoption is finalized.

Other Terms and Conditions

All program fees are billed in phases which closely approximate the progress and work performed on your adoption. Fees deposited in trust are withdrawn as billed in accordance with schedule. Unless specified in advance, do not bill for our services by the hour, nor do we keep track of the time spent on each client account. The fees paid by you are non-refundable when due and paid under the fee schedule. Specifically, no fees including birth parent expenses are contingent upon the successful completion of an adoption. In addition, the placement phase fee is due 48 hours prior to placement. In the event of a disruption, Nightlight may charge a minimal fee to rematch you with another birth mother. This fee is dependent upon how much work is was involved with your first match and is at the amount is at the discretion of Nightlight and will be decided on a case-by case basis. In general, this fee is between \$1,000 and \$2,000.

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.

While most birth mothers have private medical insurance and/or Medicaid, neither Nightlight, nor its employees can be responsible for any medical bills or related expenses as to the pregnancy and /or nursery bills (including expenses/billings for extraordinary treatments for the birth mother and/or baby). The adoptive couple, upon matching, is expected to be responsible for any medical bills not paid by Medicaid and/or private insurance or for the deductible that may be left over from Medicaid and /or private insurance. As a practical matter, the adoptive couples' insurance would normally cover the baby's medical needs. It is advisable to review your health insurance coverage, as well as laws regarding health insurance coverage for adopted children in your state of residence.

To that end you agree as the adoptive couple to sign whatever financial responsibility forms are necessary as required by the hospital or any such forms required by Nightlight which indicate you would be responsible for delivery and/or nursery expenses. It would be unusual for Medicaid and/or private insurance not to cover a birth mother and the custom has always been that Medicaid and/or private insurance does indeed cover for the nursery and delivery charges. In the event the birth mother and/or baby are in the hospital for an extended stay, then we would confirm Medicaid coverage for such an extended stay; however, you should understand that the hospital may ask you to pay for the expenses.

We understand that concurrent participation in more than one adoption program or pursuing infertility treatments while in the adoption process is not allowed without written acknowledgement. If you learn that we are in two concurrent programs, then we authorize you to notify the other program of our actions and could result in a termination of this agreement. We further understand that should we place our adoption on hold, the fees paid to Nightlight for our domestic adoption are good for only up to two years from the date we place our file on hold.

We understand that as domestic clients of Nightlight Christian Adoptions, we agree to be shown to a birth mother in any state in the country. We understand that if we are matched with a birth mother in another state, we will be required to travel to the birth mother's state of residence and will incur costs associated with travel. We further understand that upon match with a birth mother in another state, the fee schedule (excluding varying expenses) that applies to our family will remain the same.

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.

We further 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.

Agency Right 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.
- We grant our permission for you to discuss all relevant information regarding our case with necessary parties, including but not limited to, our attorney, our home study or placing agency, the Department of Social Services, and any Interstate Compact Offices.
- We understand that all application and initial phase fees are non-refundable.

Providing false information or failing to disclose required information is grounds for terminating your application without a refund of any fees paid.

Nightlight makes no representations as to the outcome of an adoption and can give no guarantees regarding the health and development of the child the family may adopt. No guarantee can be given, although a candid exchange of questions and views between the parties is always encouraged.

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