

**ADOPTION COUNSELING SERVICES, INC.**

*A Licensed Agency*

**CONTRACT TO EMPLOY**

Agreement made this \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ of \_\_\_\_\_, City of \_\_\_\_\_, County of \_\_\_\_\_ hereinafter referred to as "Clients" and ADOPTION SERVICES, INC., Memphis, Shelby County, Tennessee, hereinafter referred to as "Adoption Counseling Services."

**PURPOSE OF EMPLOYMENT**

Clients employ Adoption Services to make home studies relative to adoption proceedings. The Home study includes interviews for home study, interviews with clients and the gathering and assembling of all documents required for adoption as well as a written narrative of the interview.

**SUPERVISORY VISITS**

When necessary, Adoption Services will make supervisory visits and two reports to the Court as required by the laws of Tennessee. Each visit and report is \_\_\_\_\_.

**FEES**

The fee for home studies as proposed in Section One when required is \$\_\_\_\_\_.

If more than two supervisory visits are required, there will be a fee of \$275.00 for each additional visit. All required paperwork/documentation must be provided to the agency within 60 days of the last appointment. If paperwork needed to complete the narrative home study is not presented within this 60 day period, another face to face visit must occur at the cost of \$150.00.

Adoption Services will also provide counseling for both the birth parents and the family when desired for a fee of \$90.00 per hour.

**ATTORNEY**

Clients must obtain their own attorney to give them legal advice and to prepare the legal papers necessary to comply with the adoption laws. Adoption Services cannot give legal advice or represent clients in Court.

**DISCLAIMER OF WARRANTY**

Adoption Services, in order to maintain its integrity, make no warranties as to its advice, counseling, and general impressions about client's homes and expressions made by Adoption Services are matters of opinion only. Clients must decide for themselves about becoming involved with particular adoption possibilities, birth parents, agencies or facilitators.

Birth parents make their own decisions as to whether to place their child for adoption. Adoptions Services will counsel with birth parents but will not seek to influence their decision which must be made freely, voluntarily and without duress. Clients understand that birth parents can and do willingly withdraw their decision to place the child for adoption and this decision is beyond the control of Adoption Services.

**TERMINATION OF AGREEMENT**

Clients, at their option, may terminate this agreement. No refunds of fees are made after the initial meeting.

**LAW TO GOVERN CONTRACT**

It is agreed that this agreement shall be governed by, constructed, and enforced in accordance with the laws of the State of Tennessee.

**ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party to the extent incorporated in this agreement.

**MODIFICATION OF AGREEMENT**

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if it is in writing signed by each party.

**PARAGRAPH HEADINGS**

The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

**IN WITNESS WHEREOF**, each party to this agreement has caused it to be executed at \_\_\_\_\_, Tennessee on the date and the day first above written.

ADOPTION COUNSELING SERVICES INC.

BY: \_\_\_\_\_  
"ADOPTION COUNSELING SERVICES"

\_\_\_\_\_

\_\_\_\_\_  
"CLIENTS"