



**Noah Z.M. Goetz Foundation Education Program Agreement
FY 2017-2018**

Administration of the Noah Z.M. Goetz Foundation Education Program is subject to you the Client(s)' acceptance of the following provisions and conditions. It must be signed, dated, and returned to Noah Z.M. Goetz Foundation by the scheduled date of administration.

Summary of the Noah Z.M. Goetz Foundation Education Program

1. Noah Z.M. Goetz Foundation (the "Foundation") provides education, information and guidance to pre-adoptive parents through its seminar, *Domestic Adoption 101*.

Limited Scope of Services

1. The Foundation is not an adoption agency, nor do we represent birthmothers.
2. The Foundation is a nonprofit 501(C)3 entity of which its Education Program is designed to assist its Client(s) with understanding and navigating the domestic adoption process by providing the services described immediately below in 2.A.

2.A. *Domestic Adoption 101* provides Client(s) with a comprehensive, easy to understand overview of the infant domestic adoption process. The goal is to help the Client(s) determine whether they would like to build their family through adoption. Topics include, but are not limited to, understanding the process of adopting an infant; discussing myths and misconceptions of adoption; learning who is involved during the adoption process and their requirements; examining legal and ethical issues during adoption; exploring ways to afford adoption; and addressing the specific needs, concerns, and questions of the Client(s). *Domestic Adoption 101* is a 2-hour seminar held in a group setting.

3. The Foundation may suggest adoption agencies, adoption attorneys, and other adoption-related services providers during the *Domestic Adoption 101* seminar, but this does not constitute a guarantee of the services these agencies, attorneys and service providers may provide.

4. The Foundation is not affiliated with any adoption agencies, adoption attorneys, or adoption-related service providers nor do we have a financial interest in suggesting any particular adoption agency, adoption attorney, or adoption service provider.

5. The Foundation does not match a specific child to specific parents for adoption.

6. Clients agree that the Foundation assumes no liability for any damages resulting from a suggestion and that the Foundation is not guaranteeing that Clients are qualified or will be able to adopt a child.

7. Clients understand and agree that the Foundation is not a law firm, nor does the Foundation provide any legal services. Specifically, we do not provide legal advice with respect to: (1) whether non-residents can finalize an adoption in another state; (2) when consent forms can be signed; (3) when a consent becomes irrevocable; (4) the validity of

any revocation claim based on fraud or duress; (5) when an adoption is considered final; (6) the putative father registry; (7) payment for birth parent expenses; (8) adoptive parent advertising; (9) rights of the birth father; (10) readoption; or (11) any state or federal statutes including, but not limited to, the Interstate Compact of the Placement of Children or the Indian Child Welfare Act. Although these topics may be discussed with Clients during the *Domestic Adoption 101* seminar, we are not offering any legal advice whatsoever, and Clients are always encouraged to seek the advice of an attorney before and during the adoption process.

8. Clients understand and agree that the Foundation is not a medical or health practice and does not provide any medical or health services or advice. Specifically, we do not provide medical or health advice with respect to: (1) a birthmother's medical history or drug use; (2) a birthmother's drug or alcohol use during pregnancy; or (3) impact of drugs and/or alcohol taken or consumed by a birthmother during her pregnancy. Although these topics may be discussed with Clients during the *Domestic Adoption 101* seminar, we are not offering any medical or health advice whatsoever, and Clients are always encouraged to seek the advice of a qualified physician before and during the adoption process.

Fees for Service

1. Fees for *Domestic Adoption 101* are payable as follows: **\$200.00** due one (1) week prior to the scheduled appointment date. Cancellation must be made 24 hours before the scheduled appointment date in order to have a full refund. If a cancellation is made less than 24 hours before the scheduled appointment date, a \$100.00 fee will be assessed and the remaining balance returned to the Client(s). Any balance will be returned by check within 7 business days.

2. All fees are for services rendered and are non-refundable.

3. Clients acknowledge and agree that the fees paid are for education services, and are not for the placement of a child.

Confidentiality

1. The Foundation takes Clients' privacy seriously. The Foundation does not and will not sell or provide any information to third parties.

Limitation of Liability

1. The Foundation shall not be liable, whether jointly, severally or individually, as a result of any negligence, act, omission, breach of contract, or other liability, not amounting to a willful or intentional wrong, in excess of a sum equal to the cost of services provided pursuant to this Agreement.

2. The Foundation shall not be liable for any special, indirect or consequential damages whatsoever, whether caused by the Foundation's negligence, breach of contract, or other cause or causes whatsoever including, but not limited to, the failure to perform the services described herein.

3. The Foundation may suggest the services of a particular adoption agency, adoption attorney, or other adoption-related service providers unrelated to the Foundation. While other Clients may have had a positive experience with such agency, attorney or other service provider in the past, this is not a guarantee that you, the Client(s) will have the same experience. The Foundation makes no warranties or representations regarding their services, and the Client(s) agree to hold harmless the Foundation from any and all claims or causes of action relating to the performance, non-performance, error, omission of, or any other harm caused by the agency, attorney, or other service provider.

4. The Foundation utilizes the website, www.nzmgfoundation.org, to provide Clients and prospective Clients with information about its services. The Foundation makes no representation or warranty in any way, and assumes absolutely no responsibility or liability in connection with the accuracy, completeness, or currency of content or the suitability, functionality, or operation of the content on the website or any site which may be linked to it. Moreover, the professionals, advertisers and other websites listed on our website are not affiliated with the Foundation unless otherwise specifically noted as such and are separate entities. The Foundation makes no representations or warranties regarding the products or services that may be advertised or listed on the website.

Termination

1. The Client(s) can, at any time, choose to withdraw from the adoption process or terminate this Agreement.

2. The Foundation reserves the right to terminate this Agreement at any time when the Client(s) has acted in bad faith, conducted themselves in an unreasonable or verbally abusive manner, exhibited unrealistic expectations related to their adoption efforts, supplied false or misleading information, or the working relationship between the two parties cannot continue due to unresolved issues and/or irreconcilable differences.

3. The Foundation, in its professional judgment, will consider all circumstances in determining the suitability of interrupting or terminating this Agreement and retains the right to terminate services at any time.

4. In the event of termination by either party, there shall be no refund of any fees paid by the Client(s), and the Foundation shall be entitled to payment for all educational services performed up to and including the date of termination.

Governing Law

1. The Client(s) agree that any disputes arising out of this Agreement and the services provided by the Foundation shall be governed by the laws of the State of North Carolina.

2. In the event of a suit relating to such dispute, the Client(s) agree that the venue for any action shall be in Orange County, North Carolina.

3. By executing this document in the space provided below, I agree that I have read and understood the terms of this Agreement and I agree to be bound by the terms contained herein.

Agreed and accepted by:

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| Client Printed Name | Client Signature | Date |
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| Client Printed Name | Client Signature | Date |
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Please retain a copy of this Agreement for your records.