



3355 Lenox Road Suite 750 Atlanta, Georgia 30326 / Phone 678-860-0849 / www.myadoptionresources.com

Home Study Contract

This Home Study contract is made and entered in to this _____ day of _____, 20____ by and between Adoption Resources & Counseling, Inc., a not for-profit corporation, having its main office at 3355 Lenox Road Suite 750 Atlanta, Georgia 30326, and _____, (individuals) residing at _____.

Adoption Resources & Counseling, Inc. shall conduct a home study investigation of the prospective adoptive family in order to determine the prospective adoptive family's suitability for the adoption of a child (or children) under applicable standards as governed by laws and regulations, requirements and guidelines, of the State of Georgia. The prospective adoptive family will pay Adoption Resources & Counseling, Inc. for time necessary to conduct and compile the home study report and for the responsibility assumed by Adoption Resources & Counseling, Inc. in approving or disapproving the prospective adoptive family for adoption (i.e. the home study fee).

Adoption Resources & Counseling, Inc. fees are as follows:

Please note all **FEES ARE NON-REFUNDABLE.**

Domestic Home Study	\$1,200.00/plus mileage
International Home Study	\$1,200.00/ plus mileage
Home Study Update	\$600.00/plus mileage
Subsequent Home Study	\$700.00/plus mileage
Post Placement Supervision	\$250.00/plus mileage
Domestic Adoption Court Report	\$300.00
Mileage	Current Federal Rate Applies
Additional Home Study Reports (4 are provided)	\$20.00 each
Additional Paperwork Services and/or Adoption Counseling Services	\$65.00 per hour
Fedex/Shipping Charges	Client will obtain own Fedex billing number.

The completed home study will be completed for the family ONLY after the three meetings with the case worker have been completed and ALL home study documents have been received by Adoption Resources & Counseling, Inc. The completed home study will be sent to the client in a timely fashion after approval. If an international home study report is being

issued, this agency will coordinate with your placing agency case worker to ensure the report is completed according to the guidelines of the adoptive country.

The determination regarding approval or disapproval of the prospective adoptive family is within the sole discretion of Adoption Resources & Counseling, Inc. The prospective adoptive family acknowledges that Adoption Resources & Counseling, Inc. makes no guarantee that the family's Home Study will be approved or that an approved Home Study will result in a child being placed with the prospective adoptive family.

The prospective adoptive family shall indemnify, defend and hold harmless Adoption Resources & Counseling, Inc. from and against any and all claims, liabilities, damages, costs, expenses, actions, or causes or actions arising from or related to (a) Adoption Resources & Counseling, Inc.'s conduct of the home study preparer, unless such claims, liabilities, damages costs, expenses, actions or causes of action solely arise from or relate to Adoption Resources & Counseling, Inc.'s gross negligence or intentional misconduct.

The prospective adoptive family understands that in the course of the adoption process, certain documents, considered to be confidential, may need to be made available to persons for specific purposes related to the adoption process. The prospective adoptive family authorizes Adoption Resources & Counseling, Inc. to release such information as is deemed necessary.

The prospective adoptive family understands that they must comply with all applicable adoption regulations established by the State of Georgia. The applicant(s) and Adoption Resources & Counseling, Inc. understand that because each party has entered in to this agreement voluntarily, either party may terminate this agreement by giving written notice to the other party. Any fees paid at Adoption Resources & Counseling, Inc. up to that point would be non-refundable.

Any dispute, controversy or claim between the parties hereto arising out of or relating to this Contract, or the breach of any term or condition herein, which cannot be settled by negotiation, shall be settled by mediation, the cost of which shall be covered by the adoptive parent(s). Said mediation is to be administered by a single arbitrator of the American Arbitration Association, under its Commercial Arbitration Rules. The judgment of the arbitrator may be entered in any court having jurisdiction thereof. The place of such arbitration shall be with Cobb County, State of Georgia. Furthermore, the arbitrator shall award the prevailing party the costs of arbitration, including but not limited to reasonable attorney fees.

The withholding of information or the providing of incorrect information which is material to Adoption Resources & Counseling, Inc.'s legal responsibility to investigate an applicant's feasibility as a prospective adoptive parent in connection with either existing or prospective adoption proceedings or in anticipation of the placement of a child by Adoption Resources & Counseling, Inc. with the applicant for adoption, are grounds for the immediate termination of this contract by Adoption Resources & Counseling, Inc. and forfeiture of all payments made by the applicant to Adoption Resources & Counseling, Inc.. Examples of material omissions or misrepresentations of applicants which may prompt Adoption Resources & Counseling, Inc. to terminate the contract are as follows: the withholding of information or providing of incorrect information relating to an arrest or the alleged commission of a misdemeanor or felony, or any criminal record arising out of an arrest and/or a child abuse history; the withholding of information or the providing of incorrect information concerning the applicant's biographical, social-economic or medical histories.

The Home Study Contract shall be governed by and construed in accordance with the laws of the State of Georgia.

By signing below, the prospective adoptive family acknowledges and agrees to abide by the information above. They further understand that this information is made a part of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Home Study Contract as of the date first written below.

Applicant

Date

Applicant

Date