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REPRESENTATION AGREEMENT

This Agreement is effective as of the date set forth below. It is entered into between Linda E. F. Lach, Attorney at Law, and The Adoption Team, Inc. (“We” or “Us” herein) and the client(s) whose signature(s) appear below (“You” herein).

We agree to represent you with regard to your adoption of a child. We want you to adopt the child that you want. We want you to achieve the adoption that you want. If at any time we don’t believe that what you want is reasonably possible for us to achieve for you, we will tell you so.

We want to work with you to locate your child and to help you to a successful adoption with the least amount of time, expense and emotional upset for all of us, consistent with the realities of adoption. We want to partner with you on your adoption journey.

We ask you to accept at the outset of our journey that we are plain-spoken and to the point, and will tell you like it is, as we see it. Some people are comfortable with this and some are not, but you can be certain that you will always get the truth as we know it.

This is not meant to be offensive or to be taken personally. If you are not comfortable with this kind of a relationship with your adoption professionals, you might want to consider other representation.

You understand, agree and accept that there are no guarantees, except that for your initial fee and any subsequent additions of advertising funds, if applicable, we will continue to try to locate a child for you until a) you have

adopted, or b) three years have passed, or c) we have retired or are deceased, or d) you have told us to stop.

You have read, and you understand, agree to and accept each of the following provisions:

1) To retain us to represent you and to locate an acceptable adoption situation for you, we charge a **non-refundable \$3500 fee (plus Hawaii state general excise tax of 4.17%), totaling \$3,645.95.**

2) When you retain us, we also require a **\$500 deposit** to cover the first three months of advertising costs for you (to try to locate a suitable situation for you), and an additional **\$500 cost deposit** for long distance telephone charges, copies, postage and the like. We will advise you as we use up these funds, and request that you keep the deposit at or near \$1000. You may want to be more aggressive with advertising funds, and we are happy to spend the funds for you. If so, just provide the funds as we go along. Any costs not expended will be returned to you upon completion of your adoption. **To clarify, when you become a client, we require a \$1000 cost deposit in addition to the fee set forth in paragraph 1.**

3) When we have located an adoption situation for you, we will provide to you an estimate of the expected costs associated with the situation. **If you accept the situation, we require payment of the estimated total fees and costs at that time.** However, the funds will not be paid out of our client trust account unless and until they are earned. You understand that estimates are only estimates, and cannot be guaranteed - some deviation will occur - however, we will advise you as soon as any significant deviation from the estimate is encountered. You understand that support, expenses, costs, etc., expended with or to or for or on behalf of a birth parent are not recoverable, from her or from us. You may initially accept a situation and then feel differently about it, or the situation may not work out. In any case, any funds not expended will remain in our client trust account for future situations, or returned to you, at your option, **subject to the terms of this Agreement**, after we have retained enough funds to pay outstanding costs and to continue to advertise for you.

4) If the estimated amount of fees and costs is less than the final amount of fees and costs, **you agree** to pay the additional amounts when requested to do so.

5) When your child is born and/or placed with you and accepted by you, **we have earned an additional fee of \$14,500, plus tax.** This fee includes the legal work for the adoption itself through the courts of Hawaii. This fee also applies if the

mother we have located for you gives birth elsewhere and/or if you adopt her child elsewhere. Should you elect to adopt her child elsewhere, any legal or other fees incurred are your responsibility, and will not be deducted from or refunded from the fees earned by this office. The reason you will pay us even if you do your adoption elsewhere is because we will have spent countless hours on your successful adoption situation, on adoption situations that were not successful, on placing ads for you, and so forth. Because we are only paid in the event of a successful placement which we have arranged, we are paid wherever the placement occurs.

6) If your child is to be born in Hawaii, and the birth mother is coming from another state and because of her preference or her circumstances will be here longer than the usual 4-6 weeks, we reserve the right to require from you an additional fee up to \$500, plus tax, per month for the additional time she is here, to compensate us for the additional time that will be spent with her. (This provision will be applied on a case-by-case basis. It is rarely applied.) This refers to additional fees to us, and is in addition to additional costs incurred because of her longer stay, such as accommodations, support, rental car, and the like. (This provision may also be applied, on a case-by-case basis, if a Hawaii birth mother is relocating to Kauai for the birth for an extended period of time.)

7) There is no additional charge for Interstate Compact compliance, if required.

8) The adoption fee set forth is for an uncontested adoption, where all the necessary consents are signed. If we have to take special court action to terminate the rights of a parent, there may be an additional fee, depending on the procedure required. We will advise you if this is an issue in your case. (It seldom is.)

9) In the event a placement agreement has been made and a birth parent then decides not to proceed with an adoption plan, we reserve the right to recalculate all fees, with the exception of the non-refundable fee set forth in paragraph 1, at an hourly rate of \$200 per hour, retain the fees representing the time spent on the matter, and apply any fees not earned to another adoption. You understand that this calculation will be our best good-faith effort to reconstruct the time spent on your matter, but may not be exact. (This will be applied on a case-by-case basis. **To date, we have not ever applied it.** It would be applied if, for example, in our opinion, some action on the part of the adopting parents caused the birth parent to refuse to proceed with the adoption plan.)

10) You understand that if, after the birth of a child, YOU decide NOT TO PROCEED with a placement for any reason OTHER than the ill-health of the

child, you are not entitled to the return of any of the fees and/or costs paid, or the application of any fees paid to another adoption, with the exception of the non-refundable fee set forth in paragraph 1, which WILL be applied to another adoption, and excepting any costs paid into the trust account but not expended or allocated to existing expenses. If we are unable to arrange another placement for the subject child, you are responsible for the full adoption fee set forth in paragraph 5.

11) You understand that if you choose not to proceed with an adoption due to the ill-health of the child, you may still be responsible for the expenses incurred with regard to the birth, and the usual post-birth expenses, such as post-partum support and returning the birth mother to her home. We will use our best efforts to seek for you reimbursement or partial reimbursement of costs paid IF the child is placed with another family and IF that family agrees to accept the responsibility for the expenses. However, you understand that we may represent both you and the subsequent family, and that we are not in a position to **require** that the subsequent family reimburse you.

12) You understand that we do not personally practice in other states, but will refer you to experienced adoption attorneys for legal representation elsewhere, if the situation arises. You understand that our role is to locate an acceptable situation for you, and with an adoption situation in a state other than Hawaii, to put you in touch with experienced local counsel in the other state, and to stay involved to whatever degree is appropriate until the matter is resolved. You understand that we will do our best to refer you to experienced local counsel, but that we cannot be held responsible for the acts or omissions of such persons.

13) You understand that we are not licensed to practice law in any other country, and cannot give advice about adoption or immigration issues in those countries. You are responsible for knowing what will be needed in order for you to bring an adopted child into your country (if applicable).

14) **You understand that expenses, support, costs, etc., expended with or to or for or on behalf of a birth parent in most cases are not recoverable from the birth parent, other payee or from us, if the birth parent decides not to proceed with an adoption plan, if the “parent” wasn’t a parent at all, or in any other circumstance.** We do our very best not to be involved in such cases, but they do happen, and if it happens to you, we are not responsible for your losses, unless we have been grossly negligent and have been determined to have been so by a mediator as provided for hereunder.

15) You understand that we will charge you for costs, such as quarterly advertising (\$500 per quarter unless you want to spend more or we have agreed otherwise), copies, telephone and fax charges, filing fees, courier or overnight delivery, and the like. You agree to pay such costs when billed to you or when otherwise requested to do so.

16) You understand that part of the expenses associated with your adoption may be fees due to another adoption professional, such as one who has referred the birth parent to us. **You agree to pay such costs if you have consented to the situation.**

17) You understand that there may be situations when a birth parent with whom you are working needs funds unexpectedly. We reserve the right to make such funds available from your funds, or to advance the funds on your behalf, without your express approval, if we have been unable to reach you immediately and if the amount in question does not exceed \$500 at any one time. If we have advanced the funds for you, you agree to reimburse us for the funds when you are advised of the situation. **We are not in the business of lending money, and your prompt reimbursement is required.**

18) You agree to pay all fees and expenses when billed to you or when otherwise requested to do so. You may pay by check, cashier's check, money order, wire transfer, or credit card. You understand that occasionally it is necessary to make a payment in the quickest possible way, to avoid loss of a situation, and you agree to follow our instructions in making such payments when required.

19) You agree that if you are unable or unwilling to make payments as required, you might lose the adoption situation we have secured for you, and you may forfeit all fees and costs paid up to that time, as they will likely have been expended on your behalf.

20) We will take all reasonable steps to try to minimize your adoption expenses wherever possible, and delay the payment of them as long as we can, except where to do so would jeopardize your adoption. You understand that in some cases paying in advance for certain items (such as some medical bills) may result in a cost savings to you.

21) You understand that this Representation Agreement does not cover every eventuality that could possibly occur, but that it is our best good-faith effort to cover the most common occurrences. You further agree that if a situation occurs that is not anticipated by this agreement, you will work with us in good faith to attempt to reach a result acceptable to you and to us. It is in your best interests and

ours for us to have a free and open dialogue, and we urge you to take advantage of this. Questions are always welcome.

22) You understand that you will need to secure and pay for an adoption home study consistent with the law of your home state. You will provide a copy of your home study to us as soon as it is completed.

23) You understand that we require that you prepare and provide to us a personal profile, "Dear Birthparent" letter, or similar item, to be shown to birth parents who may contact us. You may create this yourself, have it done by a friend or have it done professionally. One of the things about which we will tell you the truth is your draft of your personal profile, so we urge you to have us review it before you print it. **We recommend that this be a personally-prepared picture book, showing you and your extended family and friends, home, etc., rather than a professionally done piece.** Once you have been introduced to a particular birthparent, you can write a more personal letter. All "Dear Birthmother" letters tend to sound the same, which is why we want to see them before you print them.

24) You understand that there are many venues for the showing of your personal profile to those who might consider making an adoption plan with you. These venues include any number of Internet sites, some free and some involving cost. You understand that we will not be utilizing these sites to make your profile available, but that you are free to do so, so long as you direct any resulting contacts to us. You may have an "800" number for initial contact, or an e-mail address, but after that, all contact should be directed to us for your protection.

25) You agree that any action resulting from this agreement, either directly or indirectly, our services, our obligations hereunder, your obligations hereunder, or anything in any way related thereto between and/or among us, will be subject to binding mediation and will be brought in the State of Hawaii on the Island of Kauai, with a mediator agreed to by all of us.

26) You have read and understood this Agreement and agree to be bound by its terms. You understand and agree that no action will be taken and no services will be provided, with the exception of initial consultations, by telephone or email, until the fees and costs set forth in paragraphs 1 and 2 have been received by this office.

Dated: _____

Signature

Signature

Print Name

Print Name

Linda E. F. Lach, Attorney at Law

Linda E. F. Lach
Hawaii License 6372