

# *MUSTARD SEED ADOPTION CONSULTANTS, LLC*

## **CLIENT AGREEMENT**

Mustard Seed Adoption Consultants, LLC ("MSAC") provides education, information, guidance, and consultation services to pre-adoptive families. By applying with MSAC and signing the "Client Agreement and Disclosures," the Adoptive Family (interchangeably, "Clients") is entering into an agreement for consulting services throughout the adoption process.

MSAC is an independent company formed to assist Adoptive Families as they navigate and understand the adoption process through the services described in this document. As consultants, MSAC will refer you to attorneys, adoption agencies, licensed social workers, and home study agencies, as needed. However, MSAC is not affiliated with any attorney, adoption agency, licensed social worker or home study agency and does not guarantee any of their services.

MSAC is not a licensed adoption agency, attorney, or facilitator. MSAC does not represent expectant mothers, expectant fathers, or expectant families, nor does MSAC have any communication with these entities. MSAC does not advertise or market Client information directly to any expectant mothers, expectant fathers, or expectant families. MSAC does not guarantee the adoption of a child(ren), nor does MSAC have any activity with the placement of said child(ren) or the surrender/termination of expectant parent rights. MSAC does not provide legal advice or services for adoptions. Although many elements of the adoption process will be discussed between MSAC and the Clients, none of these said discussions are considered legal advice. All Clients should discuss legal matters with their attorney during the adoption process.

MSAC is committed to keeping a confidential Consultant/Client relationship and will not share any Clients information without the said Clients expressed permission. However, the Client should understand that referrals will be made to adoption agencies, attorneys, and social services in order to fulfill the Client's needs for placement.

### **Fee Schedule**

Fees associated with Mustard Seed Adoption Consultants, LLC are as follows:

18 Month Consultation: \$4500.00

Due upon submission of Client Agreement and Application

Returning Customer 12 Month Consultation: \$2500.00

Returning Customer 6 Month Consultation: \$1250.00

In the event of a failed adoption placement, all consultation terms can be placed on hold for up to 6 weeks (42 days) in order to give the Clients time to financially, emotionally, and spiritually regroup. Per the Clients discretion, the Clients may choose at any time within the 6 weeks to reactivate their contract with MSAC. If no decision has been made prior to the end of the six-week pause in contract, the Clients contract will resume on day 43. This is merely optional and not mandatory.

### **Termination of Client Agreement and Contract**

Either party (MSAC or the Client) has the right to terminate the Client Agreement and Contract at any point during the consulting and adoption process. MSAC will only terminate agreements upon any moral dilemmas such as, but not limited to,

- Behaviors that do not coincide with the Christian faith.
- Verbal abuse/extreme profanity or threats of violence directed toward MSAC or its employees.
- Deceitful intent or providing misleading information to MSAC.

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- Differences between the client and MSAC that cannot readily be solved.
- Failure to follow Individual Agreements listed below.

MSAC is a Christian owned company and will conduct business in accordance with Christian values and morals. If, for any reason, either party terminates the Client Agreement and Contract, there will be no refund or reimbursement of any fees already paid. In addition, MSAC shall collect all fees for services already provided up to point of termination.

**Individual Agreements**

- The Clients understand all of the agreements, liabilities and fees described above.

Initials \_\_\_\_\_ Initials \_\_\_\_\_

- The Clients understand that MSAC is not an adoption agency, attorney, or facilitator. As well, MSAC does not work directly with expectant mothers, expectant fathers, or expectant families.

Initials \_\_\_\_\_ Initials \_\_\_\_\_

- The Clients understand that MSAC has no influence in the expectant mothers/families' decision on placement. An expectant mother/family could change their mind at any time throughout the process and decide to parent or choose a different adoptive family.

Initials \_\_\_\_\_ Initials \_\_\_\_\_

- The Clients agree that MSAC is not responsible for any emotional, physical, or financial harm from the outcome of a failed adoption. The Client assumes all financial responsibility despite the final outcome of the adoption/placement. MSAC cannot be held liable for negligence on behalf of any licensed adoption professional, including but not limited to, adoption attorneys, agencies, or social workers, etc.

Initials \_\_\_\_\_ Initials \_\_\_\_\_

- The Clients agree and understands that all fees paid to MSAC are non-refundable and non-transferable in any manner.

Initials \_\_\_\_\_ Initials \_\_\_\_\_

- The Clients understand that the Client Agreement and Contract is solely effective for up to eighteen months (excluding the event of a 6 week pause per failed adoption). The Client Agreement and Contract are as well solely effective for one successful adoption within the eighteen-month time period.

Initials \_\_\_\_\_ Initials \_\_\_\_\_

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- The Clients understand that the amount of potential expectant parent situations sent via email will vary with each week. The Clients understand that MSAC is unable to provide a given number of situations weekly due to the agencies that we work directly with.

Initials \_\_\_\_\_ Initials \_\_\_\_\_

- The Clients agree and understand that the Client Agreement and Contract will be cancelled in the event of any major change of circumstance having a negative effect on the adoptive family's ability to stably provide for and/or parent a child. Such major change in circumstance includes, but is not limited to, divorce, criminal activity, child abuse, child neglect, etc.

Initials \_\_\_\_\_ Initials \_\_\_\_\_

- The Clients agree that MSAC will handle all presentations to agencies, attorneys, and cases affiliated with MSAC unless otherwise stated. The Clients agree not to present to any agencies, attorneys, or cases affiliated with MSAC on their own behalf unless specifically stated in the presentation email. This does not include any personal agency, attorney, or private situations that The Client may be working with simultaneously.

Initials \_\_\_\_\_ Initials \_\_\_\_\_

- The Clients agree that any MSAC Expectant Parent cases will not be shared on any public forum, social media, or with anyone who is not affiliated with MSAC. This does not include seeking medical, legal, or professional advice in reference to a particular Expectant Parent case.

Initials \_\_\_\_\_ Initials \_\_\_\_\_

- The Clients agree that they will only present to one Expectant Parent at a time. This will allow for proper values to be shown to each Expectant Parent. However, if the Clients have been presented to an Expectant Parent for two weeks (14 days) or longer they shall be allowed to present to another Expectant Parent.

Initials \_\_\_\_\_ Initials \_\_\_\_\_

- The Clients agree that, upon being chosen by any Expectant Parent, they understand they are entering into a contract with an Adoption Agency, Attorney or affiliate associated with the Expectant Parent. The Clients will abide by all obligations and fee schedules of the above mentioned entity.

Initials \_\_\_\_\_ Initials \_\_\_\_\_

- The Clients agree that, once chosen by an Expectant Parent, should The Clients decline placement, MSAC reserves the right to terminate their contract dependent on the reason of declination.

Initials \_\_\_\_\_ Initials \_\_\_\_\_

