

SURROGATE PARENTING AGREEMENT

This Agreement is made this ____ day of _____, _____, by and between _____ [insert name of surrogate mother], a married woman (hereinafter, the "Surrogate"), _____ [insert name of surrogate's husband], her husband (hereinafter, the "Surrogate's Husband"), who both reside at _____ [insert full address], and _____ [insert name of natural father], (hereinafter, the "Natural Father") who resides at _____ [insert full address].

RECITALS:

WHEREAS Natural Father is a married man over the age of ____ years [must be of legal age under applicable laws] who wishes to enter into this Agreement for the sole purpose of enabling the Natural Father and his wife, who is unable to conceive, to have a child who is biologically related to the Natural Father;

AND WHEREAS Surrogate and Surrogate's Husband are both over the age of ____ years [must be of legal age under applicable laws], and have been married since _____ [insert date];

AND WHEREAS Surrogate represents to Natural Father that she is in good health and is capable of conceiving children;

AND WHEREAS Surrogate and Surrogate's Husband both desire and are willing to enter into this Agreement, subject to the terms and conditions contained herein.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, as hereinafter set forth, the parties hereby agree as follows:

1. Interpretation

Wherever used in this Agreement, the words "child" or "children" shall include all children born simultaneously as a result of the inseminations contemplated under this Agreement.

2. Parental Rights

2.1 Surrogate agrees that she will not form or attempt to form a parental relationship with any child she may conceive, carry to term, and give birth to under the terms of this Agreement. Surrogate further agrees to terminate her parental rights to the child and agrees to freely, readily and immediately surrender custody of any such child to Natural Father.

2.2 Surrogate's Husband acknowledges and understands that Surrogate shall be artificially inseminated in accordance with this Agreement. Surrogate's Husband agrees that he will not form or attempt to form a parental relationship with any child that Surrogate may give birth to as a result of such artificial insemination.

2.3 Surrogate's Husband agrees to terminate his parental rights to any child conceived hereunder and agrees to freely, readily and immediately surrender custody of any such child to Natural Father. Surrogate's Husband agrees to take all actions necessary to rebut the presumption of paternity of any offspring conceived and born pursuant to this Agreement as provided by law, including blood, DNA and/or HLA testing.

3. Preliminary Matters

3.1 Surrogate and Surrogate's Husband agree that they will cooperate with any background investigation into Surrogate's medical, family, and personal history, and jointly and severally warrant that the information given in the course of such investigation will be accurate and complete, to the best of their knowledge and belief.

3.2 Surrogate and Surrogate's Husband, hereby agree to undergo psychiatric evaluation by a psychiatrist designated by Natural Father. Natural Father shall pay for the cost of such psychiatric evaluation. Prior to their evaluations, Surrogate and Surrogate's Husband shall sign a medical release permitting Escrow Agent or Natural Father and his wife to obtain copies of the report prepared as a result of such psychiatric evaluations.

3.3 Surrogate and Natural Father shall each undergo complete physical and genetic examination and evaluation, under the direction and supervision of a licensed physician, to determine whether the physical health and well-being of each is satisfactory. Such physical examination shall include testing for AIDS and venereal diseases including, but not limited to, syphilis, herpes, and gonorrhea. Such testing shall be done prior to, but not limited to, each series of inseminations.