



SURROGATE CONTRACT

Choices LLC.

This contract is between _____ and Choices, LLC.

I _____ dated today _____
(print full legal name here)

from here on will be referred to by my first name _____. The potential person or couple who may choose me as their Surrogate will be referred to as Intended Parent(s) "IP(s)".

I _____ and Choices accept, acknowledge and understand the contents of this contract as follows:

A. I _____ give permission to Choices to show my Surrogate Questionnaire, my photographs and provide information obtained through my one on one interview or other conversations with Choices to the potential IP(s) of my ovum.

B. I _____ understand and agree that the IP(s) that I am being a Surrogate for are the intended parent(s) and deemed to be the lawful and exclusive parents of any child(ren) born from my surrogacy under this contract. I waive and agree not to pursue any and all legal rights of any child(ren) born from said surrogacy. I further agree that all rights, responsibilities, ownership, custody and control for any child(ren) that may be born from my surrogacy belong exclusively to the IP(s).

C. I _____ understand that I am responsible for verifying laws concerning surrogacy and the legality of assisted reproduction. Choices will be held completely harmless and free from all liability that may result from all violations of any such laws

D. I _____ understand, acknowledge and agree to indemnify and hold Choices completely harmless from any injuries, damages, claims, suits, causes of action, demands and liability, including attorney fees and costs that arise from, relate to or result from:

- 1) The psychological and medical selection process for becoming a surrogate
- 2) The medical process I engage into becoming a surrogate
- 3) The physical and mental health of me before, during and after any medical procedures related to the surrogate process

E. I _____ understand, acknowledge and agree to hold the IP(s) completely harmless from any injuries, medical illness, damages, claims, suits, causes of action, demands and liability, including attorney fees and costs that arise from, relate to or result from:

- 1) The physical or psychological health of me (the Surrogate) while involved in any medical procedures related to the surrogate process or after the process is completed.
- 2) The medical process I engage into becoming a Surrogate

3) The physical and mental health of me before, during and after any medical procedures related to the surrogate process

F. I _____ understand that it is my responsibility to obtain medical and other information regarding the surrogate procedure, process and risks involved in the medical process I have chosen to participate in.

G. I _____ understand that Choices does not guarantee that I will be chosen by a Client(s) to become a Surrogate. I understand that if I am chosen by a IP(s) that I must pass all medical, psychological and other screening required by the physician in charge of the surrogate process to be fully accepted as a surrogate. Choices does not guarantee that if I am selected by a IP(s) and fully accepted by the doctor in charge of the cycle, that my surrogate cycle will be completed. I understand that by signing this contract Choices is not responsible if my surrogate cycle is canceled by the doctor in charge or the IP(s) for any reason.

H. I _____ understand that when I enter into this agreement to work with the IP(s) who have selected to work with me as their surrogate I will receive a \$500.00 signing bonus.

I. I _____ understand that I will receive the fee of \$20,000.00 up to \$45,000.00. The fee will be based on if I am pregnant with a singleton, twins or triplets. I will receive my Surrogate fee in accordance to the Surrogate Payment Schedule in this contract.

J. I _____ understand that if I follow all medical protocol according to doctor in charge of the surrogate cycle and that doctor or the IP(s) cancel the cycle for any reason, the IP(s) agrees to pay me according to the following fee structure:

1) Applicable Surrogate fee:

\$200.00 if the surrogate has had testing or has met with the doctor in charge of the surrogacy cycle.

\$200.00 if the doctor in charge of the cycle has placed the surrogate on medication

\$100.00 a day if the surrogate has begun her injectable fertility medication until the day the cycle is canceled.

K. In the event the embryo transfer is not successful, through no fault of the surrogate, the surrogate will receive the following compensation.

1) \$1,000.00 for time and effort .

2) \$1,000.00 for every embryo transfer thereafter if not successful.

L. I _____ understand that once I have signed and returned this contract and I agree to start a surrogate cycle with a specific IP(s) that I will be responsible to reimburse the IP(s) of the cost incurred if I should cancel the cycle for any reason, except for reasons that are out of my control. However if I should back out of the cycle immediately following my initial consultation with the doctor in charge of the cycle I will not be responsible for any cost incurred for my initial consultation, any testing or travel. As this consultation is an opportunity for me to ask medical questions about my participation in the surrogacy cycle.

M. I _____ authorize the release of any evaluations, lab work, health related tests and/or any medical records pertaining to any surrogacy work up I have participated in. I give Choices the authority to distribute this information to any appropriate individuals.

N. I _____ understand and agree that Choices makes no evaluation or representation as to the competency of any professionals referrals made to me, including but not limited to: Psychologists, Therapist, Physicians, Attorneys or Agencies.

O. I _____ understand that Choices is not responsible for any medical costs, damages, attorney's fees, judgments, court costs or any other expenses or losses, in relation to any legal action or claim that may come about from my participation in the surrogate process.

P. I _____ understand that if any part of this contract is considered to be void, unenforceable, or otherwise invalid by a court of competent jurisdiction that the remainder of terms will remain in effect and will not be disputed.

Q. I _____ understand that IP(s) will take out a \$250,000.00 life insurance policy on me during the surrogate process. If medical complications should occur as a direct result of my surrogacy and my primary insurance does not cover these cost then it will be the responsibility of the IP(s). I agree to give the medical facility providing me with care my primary insurance information should it become necessary.

R. I _____ understand that if I should experiences physical, medical difficulties or complications as a result of the surrogacy stimulation protocol, or pregnancy and require additional services in terms of time in a medical facility, bed rest or to attend doctor's appointments to treat the difficulties or complication, the IP(s) agrees to compensate the me \$75.00 per day for any such period of physical medical difficulty (other than a caesarean section). The treating physician will specify in writing the medical condition and course of treatment. The treating physician will also determine the length of time that I will need to be treated. The IP(s) obligation to reimburse me in any such instance will be limited to a maximum of ten (10) calendar days and will be limited to the first ten (10) days after the surrogate participates in any medical procedure required by the surrogacy process. The physician treating the surrogate will also determine the additional services to be provided to the surrogate. The \$75.00 per day compensation only applies to medical difficulties or complications. Compensation is not to be provided for psychological or emotional difficulties the surrogate may experience

S. Initial what type of relationship you are willing to have with the IP(s) that may select you as their Surrogate.

1) Complete Disclosure. I agree to release my full name, social security number and personal and private information to the IP(s) searching for a surrogate. _____

2) I will contact Choices if in the future if I should find that I have any genetic illness. _____

3) If the child born from my surrogacy process should become ill the IP(s) that I was a Surrogate for may contact me through Choices if there is need to, for the well being of the child. My personal and private information shall remain anonymous because contact will be with Choices

T. The Surrogate and Choices agree to the following terms concerning arbitration to increase, reinforce and protect the privacy of the Surrogate, IP(s) and any possible offspring, and to select final, binding, mandatory, private arbitration as the best, quickest, most private and most economical means of contesting and resolving any dispute, controversy, claim or disagreement arising out of or related to the Contract or the surrogacy process.

U. The Surrogate and Choices select the Uniform Parentage Act, and cases interpreting the Uniform Parentage Act, as the choice of law of the Surrogacy, Choices and the IP(s) to the extent that the Uniform Parentage Act indicates that: the Surrogate, her husband(if married) relinquish all rights and duties as the parents of a child(ren) through assisted reproduction; and the IP(s)/Intended Parents become the parent(s) of the child(ren)

V. To avoid, limit and control any dispute, controversy, claim or disagreement, to prevent lawsuits, to limit any right to go to court, to avoid costly and extended disputes, and to quickly and privately resolve every dispute, controversy, claim and disagreement arising out of or related to the Agreement and the surrogate process, the Surrogate and Choices select final, binding, mandatory, private arbitration as the only method of disputing and resolving every claim, controversy, dispute or disagreement.

W. To resolve and decide all claims, controversies, disputes and disagreements by final, binding, mandatory, private arbitration, the Surrogate and Choices agree that any arbitration will be conducted by a single arbitrator, to be conducted privately in Massachusetts, and to be governed by Massachusetts law (including the Uniform Parentage Act).

X. In the event arbitration is necessary, the Surrogate and Choices agree to select a single arbitrator by mutual agreement, and if the Surrogate and Choices Donations are unable to select a single, mutually acceptable arbitrator, then either party may petition the Presiding Justice of the Massachusetts Superior Court for appointment of a single arbitrator, as provided by MA. Gen. Laws, and thereafter, both parties shall accept and comply with the rulings and award of the arbitrator so selected or appointed.

Y. If any arbitration is necessary, the arbitration shall be conducted privately and according to the most recently issued Commercial Arbitration Rules of the American Arbitration Association, and the selected or appointed arbitrator shall have all powers assigned to arbitrators by the Massachusetts Arbitration Act, MA Gen Laws, and the Commercial Arbitration Rules of the American Arbitration Association.

Z. The arbitrator shall be required to conduct the arbitration and to interpret all applicable laws, agreements and rules in a manner that will best protect, maintain and enforce the privacy of all parties, and to keep all information and the arbitration award strictly private and confidential to the fullest extent that the arbitrator deems possible, just and proper.

AA. The Surrogate and Choices agrees to pay equal half shares of the costs of the arbitration, as such costs become due and payable. It is anticipated that the only cost of arbitration will be the

fees charged by the arbitrator, the most economical dispute resolution process known to the parties. In the event that either party is unable to pay the cost(s) of arbitration, as such costs become due and payable, then the other party may choose to pay the entire cost of the arbitration. As part of the arbitration award, the arbitrator shall have the power to require the loser to reimburse the winner the arbitrator's fees paid by the winner, with the arbitrator retaining sole discretion to determine whether or not the award of arbitrator's fees is just, reasonable and proper.

BB. The arbitrator shall have no power to award any attorneys' fees (or other costs apart from the arbitrator's fees) incurred by any party with respect to preparations for or efforts related to arbitration. However, if either party refuses to arbitrate, and is required to do so by court order, the court or arbitrator shall require the party refusing to arbitrate to pay the actual and reasonable attorneys fees and court costs incurred by the party that secures the court order requiring the other party to comply with the arbitration terms of this agreement.

CC. The Surrogate and Choices acknowledge and agree that IP(s) and Choices are signatories to and are bound by a contract that includes the same arbitration terms and provisions as set forth in this Amendment requiring final, binding, mandatory, private arbitration.

DD. The Surrogate and Choices acknowledge and agree that any appointed arbitrator or any arbitrator selected by the Surrogate and Choices or any arbitrator selected by IP(s) and Choices have the discretion and power, upon request, to join, combine or consolidate one or more arbitration(s) and/or to require the participation, testimony, evidence, combination or consolidation of the Surrogate, Choices and/or IP(s) or any disputes, controversies or claims, in a single final, binding, mandatory, private arbitration, as the arbitrator may deem just and proper. In any such instance, Choices and the arbitrator will conduct all proceedings and manage all communications in such a way as to maintain the privacy and anonymity of both the Surrogate and IP(s). The Surrogate and IP(s) remain contractually obligated to maintain the privacy and anonymity of the Surrogate, IP(s) and any child born as the result of the surrogate process.

EE. If any part of the Contract or this Amendment to the Contract is considered to be void, unenforceable, or otherwise invalid, the Surrogate and Choices agree that all remaining terms will remain in full force and effect and will not be disputed or affected.

FF. The Agreement, this Amendment to the Agreement, and the parties' agreement to arbitrate shall be governed by and construed according to the laws of the state of Massachusetts.

**SURROGATE PAYMENT SCHEDULE
EIGHT WEEK INTERVALS**

Embryo Transfer	\$1,000.00
\$1,500.00 at 6 weeks pregnant \$1,500.00 at 12 weeks pregnant	\$3,000.00
SECOND PAYMENT	\$4,000.00
THIRD PAYMENT	\$4,000.00
FOURTH PAYMENT	\$4,000.00
LAST PAYMENT (upon delivery)	\$4,000.00
TOTAL	\$20,000.00

This payment schedule will increase by \$5,000.00, if the Surrogate is pregnant with twins. The five payments will increase by \$1,000.00. The contract total for a twin or triple pregnancy will change according to the agreed upon amount.

I have read and fully understand the above clauses. I have initialed the clauses that I agree with. I shall notify Choices in writing should I decide to change my level of disclosure with the IP(s) as indicated in this contract.

I _____, dated today, _____
(Print full legal name here)

Here by testify that I have read, agree and fully understand every stipulation in this contract.

SURROGATE SIGNATURE: _____ **Date:** _____

SPOUSE SIGNATURE: _____ **Date:** _____
(if married)

WITNESS SIGNATURE: _____ **Date:** _____

Choices Signature: _____ **Date:** _____

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