**OPEN ADOPTION CONTACT AGREEMENT**

 **THIS AGREEMENT** is made and entered into between the biological mother, JANE DOE (hereinafter “JANE”) and the prospective adoptive parents, ADAM SMITH and EVE SMITH (hereinafter “the Smiths”) regarding JANE’s biological child, JOHN DOE, date of birth, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 JANE DOE at this time will consent to have her child adopted by ADAM and EVE SMITH. JANE’s consent is given not because she does not love her child and does not want to be with him, but is done for the best interests of JOHN. JANE has done everything she can to provide for her child but feels it is in his best interests to be raised by the Smiths.

 A. JANE understands that the law views adoption as the irrevocable severance of all parental rights of the birth parents with respect to the adopted child.

 B. JANE and the Smiths understand that to all legal purposes the adopted child shall be the child of the Smiths, the same as if born to them.

 C. JANE and the Smiths are committed to a relationship which is supportive of the child’s needs, now and in the future.

**AGREEMENT**

 Recognizing the above, and in recognition of the birth mother’s freely given relinquishment for adoption, the parties agree as follows:

 1. VISITATION: JANE shall be allowed visitation with JOHN as long as JOHN is available and JANE gives advance notice to the Smiths. The dates, times, and locations of such visitation shall be upon agreement of the parties. Such visitation shall be supervised:

 a. JOHN’s birthday, \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 b. JANE’s birthday, \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 c. Thanksgiving holiday.

 d. Christmas holiday.

 2. OTHER visitations may be granted upon agreement of parties.

 3. Photographs: The parties agree that JANE and JOHN shall be allowed to send and receive pictures twice per year. In order to facilitate this exchange, the parties shall keep each other informed of current mailing addresses and telephone numbers. Should either party’s contact information change, they shall notify the other party within ten (10) business days of said change.

 4. MODIFICATIONS: The parties understand that they can make changes in these plans should all parties agree. All parties are encouraged to revise this Agreement through a cooperative process as the child’s needs change over the years.

 5. EFFECTIVE DATE: This Agreement will become effective when all parties have signed below or when the child is placed for adoption whichever comes later. This is dependent upon the Smiths adoption being approved by the Court. All parties have been advised to have this Agreement reviewed by their independent counsel prior to signing this Agreement.

**ENFORCEMENT OF AGREEMENT**

 A. By signing this Agreement, the parties confirm that they have read this Agreement, that they understand its provisions, and that each agrees, individually, to be bound by its terms. The parties hereto agree that all other agreements heretofore made between them, whether oral or written, shall be null or void upon the execution of this Agreement.

 B. That should the Smiths fail to abide by the terms of this Agreement, JANE DOE may petition the Court for enforcement of the terms of agreement.

 C. That this agreement shall be executed and shall be filed in the Adoption proceeding incorporated into and made a part of the adoption order. To that extent, all parties further agree to execute any and all instruments, pursuant to Nevada Revised Statutes, §127.187-189. The Court entering the Decree of Adoption must address, in person, each adoptive parent, child welfare agency, and attorney and ask if any of these individuals have actual knowledge of an Open Adoption Agreement. Upon discovering such a contract exists, the Court shall require that a copy be produced and incorporated into the Decree of Adoption. The Court entering the Decree of Adoption must allow the natural parent to petition the court to show that there was an Agreement, and to request it be incorporated into the Decree of Adoption, and within one hundred twenty (120) days after breach of such contract, to enforce the agreement. It also allows the adoptive parent to petition the Court to modify or terminate the Agreement. Modification or termination of the Agreement is only possible if: it is established that a change of circumstances has made such modification in the best interest of the child and the contact is no longer in the best interest of the child; or that each party consents to the modification or termination, such modifications or terminations are presumed to be in the best interests and the Court may consider the child’s wishes.

 E. That this agreement contains the full agreement of the parties and no oral representations not contained herein are part of this agreement. It is further understood and agreed that the terms and conditions of this Open Adoption Agreement shall remain confidential and that such confidentiality is a material element of this Open Adoption Agreement. This party hereto warrants and agrees that they, their agents and attorneys will not hereafter intentionally publicize or cause to be publicized any of the terms and conditions of this Open Adoption Agreement.

 F. This Agreement has been prepared by FIRM, counsel for natural mother, JANE DOE. The parties agree that no inferences can be drawn against another party due to the fact that this Agreement was prepared by FIRM, nor shall the document be construed in favor of any party due to the fact it has been drafted by FIRM.

 G. That the parties acknowledge that this agreement has no effect on the validity of the relinquishment, which is considered final and irrevocable. JANE acknowledges that should there be a breach of this Agreement, then her sole remedy would be to petition the Court to enforce the contractual agreement and to request compensatory contact with the child. Under no circumstances would JANE be entitled to set aside the relinquishment of parental right for adoption.

 H. This Agreement is enforceable under the laws of the State of Nevada as set out in the Nevada Revised Statutes.

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JANE DOE DATE

Birth Mother

STATE OF NEVADA )

 ) ss.

COUNTY OF CLARK )

On this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2012, personally appeared before me, a Notary Public, JANE DOE, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged that she executed the above instrument for the purposes stated herein.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 NOTARY PUBLIC in for said County and State.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADAM SMITH - Adoptive Father DATE

STATE OF NEVADA )

 ) ss.

COUNTY OF CLARK )

On this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2012, personally appeared before me, a Notary Public, ADAM SMITH, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the above instrument for the purposes stated herein.

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 NOTARY PUBLIC in for said County and State.

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EVE SMITH - Adoptive Mother DATE

STATE OF NEVADA )

 ) ss.

COUNTY OF CLARK )

On this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2012, personally appeared before me, a Notary Public, EVE SMITH, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the above instrument for the purposes stated herein.

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 NOTARY PUBLIC in for said County and State.