



Madison Adoption Associates

1009 Woodstream Drive • Wilmington, DE 19810

Phone: (302) 475-8977 • FAX (302) 529-1976

REFUND POLICY

Hague Regulation 96.40 h

Refund Policy

Client agrees to the following conditions regarding the payment of Agency Fees:

The Adoptive Parents acknowledge that they are not paying Madison Adoption Associates or Madison Adoption Associates' foreign partners to buy a child. Adoptive Parents agree that they are paying for Madison Adoption Associates' and/or Madison Adoption Associates' foreign partner's time, experience, knowledge, guidance, service, materials, and overhead during the period that they are a Madison Adoption Associates client in seeking to adopt a child from a foreign country.

Madison Adoption Associates strives to provide our families with the highest quality of service and respect, as well as an atmosphere of trust, security and understanding. Accordingly, we have established our fee structure to allow Adoptive Parents to pay in stages over the course of the adoption process. The schedule for payment of each portion of the Agency Fees has been structured so that the portion that Adoptive Parent(s) pay at each point in the adoption process parallels the services provided by Madison Adoption Associates and its agents at each milestone point in the process. The fee payment structure does not compensate Madison Adoption Associates in advance for services to be provided in the future. Rather, all payments are deemed *earned* and *applicable* to services provided previously upon payment. For that reason, upon payment of each portion of the Agency Fees, such funds are non-refundable.

To the extent that Adoptive Parents voluntarily elect to pay the Agency in advance of the due date for services that are deemed to have not yet been performed, Madison Adoption Associates agrees that such funds are deemed to be refundable up to and including the date that the payments should have been made under the standard Madison Adoption Associates payment schedule.

In the event that Adoptive Parents elect to terminate this Agreement after making a payment, but before the payment due date, Madison Adoption Associates shall refund fees received in advance for services not yet provided within 60 days of termination. Any fees that the Adoptive Parents voluntarily prepay for services not yet provided shall be refunded within 60 days of termination.

Client agrees to the following conditions regarding the payment of Foreign Program Fees:

The Adoptive Parents acknowledge that such fees are not intended to buy a child. Adoptive Parents agree that such fees are for the foreign partner's time, experience, knowledge, guidance, service, materials, and overhead during the period that Adoptive Parents are Madison Adoption Associates clients seeking to adopt a child(ren) from a foreign country.



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The schedule for payment of each portion of the Foreign Program Fees has been structured so that the portion that Adoptive Parents pay at each point in the adoption process parallels the services provided by Agency's Foreign Partner and its agents at each milestone point in the process. Accordingly, upon submission of the Adoptive Parents' dossier and Foreign Program Fees to the applicable Foreign Program officials/agents, the Agency's foreign partner are deemed earned upon payment by Agency to the Foreign Partner. Therefore, the Foreign Program Fee is not refundable for any reason, including, without limitation, if the Adoptive Parents either subsequently withdraw or are not approved by the government or program officials abroad; provided, however, that if a child that has been identified/referred and accepted by a family for adoption subsequently is withdrawn from placement or is for any other reason is *no longer* available, *or* conversely, if the Child(ren) is available but is *declined* for adoption as a result of the Adoptive Parents' reasonable evaluation of that Child(ren), the Foreign Program Fees already paid shall be applied to the adoption of another child from that country. If the Adoptive Parents unreasonably or arbitrarily withholds their acceptance of a child for adoption after they have traveled to the foreign country, Madison Adoption Associates shall have the sole and complete discretion to retain some or all of the Fees and terminate all further obligations to the Adoptive Parents pursuant to the Agreement.

Any fees that the Adoptive Parents voluntarily prepay for services not yet provided shall be refunded within 60 days of termination.

If Client unreasonably or arbitrarily withholds their acceptance of a child for adoption after they have traveled to the foreign country, Agency shall have the sole and complete discretion to retain some or all of the Fees and terminate all further obligations to Client pursuant to the Agreement.