

**OPEN ADOPTION PLAN AND AGREEMENT**

This Agreement regarding \_\_\_\_ (“Child”) born on \_\_\_\_\_, is made between the following parties: \_\_\_\_\_ (“Birth Mother”); \_\_\_\_ (“Birth Father”); \_\_\_\_ (“Adoptive Father”); and \_\_\_\_\_ (“Adoptive Mother”).

**RECITALS**

No party is signing this Agreement in exchange for giving up parental rights to the child, or in exchange for receiving consent to the adoption from either parent. Each party is entering into this Agreement with the intent to abide by its terms to the extent that this serves the best interests of the Child.

**AGREEMENT**

1.0 IDENTIFYING INFORMATION: The parties agree to keep their current names, addresses, email addresses, and telephone numbers on file with Family Connections Christian Adoptions (“FCCA”), 1120 Tully Road, Modesto, California 95350; telephone: 209-524-8844.

2.0 COMMUNICATION: The parties agree to maintain the following communication while the Child is a minor:

- 2.1 Each party shall keep the Agency informed of current addresses, email addresses, and phone numbers, as specified in Paragraph 1.0. All letters and pictures mentioned below shall be exchanged through the Agency. All visitation mentioned below shall be arranged through the Agency.
- 2.2 Adoptive Parents agree to provide Birth Parents with letters and pictures of the Child \_\_\_times per year, per the following schedule: one letter with \_\_\_\_ pictures within \_\_\_ after the Child’s birthday; one letter with \_\_\_\_\_ pictures during the month of \_\_\_\_\_ of every year; and one letter with \_\_\_\_\_ pictures, during the month of \_\_\_ of every year.
- 2.3 Adoptive Parents agree to accept letters and pictures from the Birth Parents if the Birth Parents choose to send them through the Agency.
- 2.4 All parties agree to inform Agency (and each other) of significant events occurring in their lives (e.g., marriage, divorce, death, etc.)

3.0 VISITATION: Adoptive Parents agree to the following visitation between the Birth Parents and the Child in a neutral, public setting, unless there is a private setting agreed upon by all parties:

During the first \_\_\_\_\_ of the Child’s life, Birth Parents shall have the right to visit the Child in the presence of the Adoptive Parents at a minimum of \_\_\_\_\_ times per calendar year. \_\_\_\_\_ visitations shall occur in the vicinity of Adoptive Parents’ residence, and \_\_\_\_\_ shall occur within the Birth Parent’s county of residence. Each year, Birth Parents

must complete \_\_\_\_ visits in the vicinity of Adoptive Parents' home before Adoptive Parents are required to bring the Child to the county of residence of the Birth Parents. If either Birth Parent moves outside of California, then the Adoptive Parents shall choose a mutually convenient location for the visit that would have occurred in the Birth Parents' county of residence. Each party shall bear his or her own travel expenses related to the visitations. The parties shall arrange such visitation in good faith, including the provision of reasonable notice to arrange the visitations. Each visit shall last for a minimum of \_\_\_\_\_, unless terminated earlier by mutual agreement. Adoptive Parents shall also have the right to terminate any visit if either Birth Parent is intoxicated, is under the influence of illegal drugs, or becomes verbally abusive or inappropriate.

4.0 GUARDIAN FOR CHILD: Adoptive Parents agree to nominate a guardian in their wills, with the requirement that the guardian abide by the terms of this Agreement in the event that both Adoptive Parents die or become incapacitated.

5.0 INVALIDATION: If either Birth Parent assumes an adversarial relationship with the Adoptive Parents (except for enforcement of this Agreement), or if s/he is convicted of any serious misdemeanor or felony, or if s/he fails to exercise his/her visitation rights during any period of twelve consecutive months, or if s/he appears at a visitation under the influence of drugs or alcohol, then Adoptive Parents will no longer be obligated to fulfill the terms of this Agreement as to that Birth Parent. In addition, all parties understand that if the Child suffers emotional harm from the visitation plan, as determined by the Child's treating therapist, that Adoptive Parents shall have the right to limit visitations as necessary in the best interests of the Child, until such time as the Child is able resume visits without emotional harm.

6.0 ENFORCEMENT: If any action is required to enforce any provision of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements, all reasonable attorney fees.

7.0 MISCELLANEOUS: This Agreement shall become binding upon the date signed by all parties. The parties understand that they may make informal alterations to this Agreement by mutual agreement, but that this Agreement cannot be modified except in writing by all parties. If any part of this Agreement is found to be unenforceable, the remainder of the Agreement shall remain in effect and shall remain binding on all parties.

**EXECUTION**

DATED: \_\_\_\_\_  
Birth Father

DATED: \_\_\_\_\_  
Birth Mother

DATED: \_\_\_\_\_  
Adoptive Father

DATED: \_\_\_\_\_  
Adoptive Mother