**Surrogate Parenting Agreement**

This Agreement is made on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Date), by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

a married woman (Referred to  
as Surrogate),

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

her husband (Referred to as Surrogate's Husband),

who both reside at  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Address) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

(Referred to as Natural Father), who resides  
at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Address).

**RECITALS**

This Agreement is made with reference to the following facts:

A. Natural Father is a married man over the age of \_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_) (Eighteen (18) or Applicable Age Required by Statute) years  
who desires to enter into this Agreement, the sole purpose of which is to enable the Natural Father and his wife, who cannot  
conceive, to have a child who is biologically related to the Natural Father.

B. Surrogate and Surrogate?s Husband are over the age of \_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_) (eighteen (18)) years and both desire and are willing  
to enter into this Agreement subject to the terms and conditions contained in this Agreement.NOW THEREFORE, in consideration of the  
mutual promises, representations, terms and conditions contained in this Agreement, the parties agree as follows:

CLAUSE ONE

Surrogate represents that she is capable of conceiving children. Surrogate understands and agrees that in the best interests of the  
child she will not form or attempt to form a parent-child relationship with any child or children she may conceive, carry to term, and  
give birth to, pursuant to this Agreement.

CLAUSE TWO

Surrogate and Surrogate's Husband have been married since \_\_\_\_\_\_\_\_\_\_\_\_\_ (Date). Surrogate's Husband agrees with the purposes and  
provisions of this Agreement and acknowledges that his wife, Surrogate, shall be artificially inseminated pursuant to the provisions of  
this Agreement. Surrogate's Husband agrees that in the best interests of the child he will not form or attempt to form a parent-child  
relationship with any child or children Surrogate may conceive by artificial insemination, as described in this agreement, and agrees  
to freely and readily surrender immediate custody of the child to Natural Father.  
Surrogate's Husband further agrees to terminate his parental rights to such child. Surrogate's Husband acknowledges he will do all  
acts necessary to rebut the presumption of paternity of any offspring conceived and born pursuant to this Agreement as provided by law,  
including blood testing and/or HLA testing.

CLAUSE THREE

Surrogate shall be artificially inseminated with the semen of Natural Father by a physician. Surrogate, upon becoming pregnant, agrees  
she will carry the embryo (or fetus) until delivery. Surrogate and Surrogate's Husband, agree that they will cooperate with any  
background investigation into Surrogate's medical, family, and personal history and warrants the information to be accurate to the best of  
their knowledge and belief. Surrogate and Surrogate's Husband agree to surrender custody of the child to Natural Father, to  
institute, and cooperate, in proceedings to terminate their respective parental rights to such child, and to sign any and all necessary  
affidavits, documents, and papers in order to further the intent and purposes of this Agreement. Surrogate and Surrogate's Husband  
understand that the child is being conceived for the sole purpose of giving such child to Natural Father, its natural and biological  
father. Surrogate and Surrogate's Husband agree to sign all necessary affidavits and other documents, prior to and subsequent to the birth  
of the child, and to voluntarily participate in any paternity proceedings necessary for the Natural Father's name to be entered on  
the child's birth certificate as the natural or biological father.

CLAUSE FOUR

The consideration for this Agreement which is compensation for services and expenses, and should in no way be construed as a fee for  
the termination of parental rights or as payment in exchange for a consent to surrender the child for adoption, in addition to other  
provisions contained in this Agreement, shall be as follows:

1. \_\_\_\_\_\_\_\_\_\_\_\_ (Rs.\_\_\_\_\_\_\_\_) Rupees shall be paid to Surrogate, for services and expenses in carrying out Surrogate's obligations under this Agreement, immediately upon surrender to Natural Father custody of the child born pursuant to the provisions of this Agreement.

2. The consideration to be paid to Surrogate shall be deposited with \_\_\_\_\_\_\_\_\_\_\_\_\_ (Referred to as Custodian), the representative of Natural Father, at the time of the signing of this Agreement and shall be held in escrow until completion of the duties and obligations of Surrogate as provided for in this Agreement.

3. Natural Father shall pay the expenses incurred by Surrogate, pursuant to her pregnancy, which are specifically defined as follows:  
(a) All medical, hospitalization, pharmaceutical, laboratory, and therapy expenses, incurred as a result of Surrogate's pregnancy, not covered or allowed by her present health and major medical insurance, including all extraordinary medical expenses and all reasonable expenses for treatment of any emotional, mental, or other problems related to such pregnancy. In no event, however, shall any such expenses be paid or reimbursed after a period of \_\_\_\_\_\_\_\_\_\_ (\_\_\_) months has elapsed since the date of the termination of the pregnancy. This agreement specifically excludes expenses for lost wages or other non-itemized incidentals related to such pregnancy.  
(b) Natural Father shall not be responsible for any medical, hospitalization, pharmaceutical, laboratory, or therapy expenses occurring \_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_) months after the birth of the child, unless the medical problem incident to such expenses was known and treated by a physician prior to the expiration of the \_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_) month period and written notice advising of this treatment is given to Custodian, as representative of Natural Father, by certified mail, return receipt requested.  
(c) Natural Father shall be responsible for the total cost of all paternity testing. Such paternity testing may, at the option of Natural Father, be required prior to release of the Surrogate fee from escrow. If Natural Father is conclusively determined not to be the biological father of the child as a result of an HLA test, this Agreement will be deemed breached and Surrogate shall not be entitled to any fee, and Natural Father shall be entitled to reimbursement of all medical and related expenses from Surrogate and Surrogate's Husband.  
(d) Natural Father shall be responsible for Surrogate's reasonable travel expenses incurred at the request of Natural Father pursuant to this Agreement.

CLAUSE FIVE

Surrogate and Surrogate's Husband are aware, understand, and agree to assume all risks, including the risk of death, which are  
incidental to conception, pregnancy, childbirth, and includes, but is not limited to, complications subsequent to such childbirth.

CLAUSE SIX

Surrogate and Surrogate's Husband, hereby agree to undergo psychiatric evaluation by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a  
psychiatrist, as 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 dissemination to Custodian or Natural Father and  
his wife copies of the report prepared as a result of such psychiatric evaluations.

CLAUSE SEVEN

Surrogate and Surrogate's Husband hereby agree it is the exclusive and sole right of Natural Father to name such child born pursuant  
to this agreement.

CLAUSEEIGHT

Child, as referred to in this agreement, shall include all children born simultaneously pursuant to the inseminations contemplated in  
this Agreement.

CLAUSE NINE

In the event of the death of Natural Father prior or subsequent to the birth of such child, it is understood and agreed by Surrogate  
and Surrogate's Husband, the child will be placed in the custody of Natural Father's wife.

CLAUSE TEN

In the event the child is miscarried prior to the \_\_\_\_\_\_ (\_\_\_\_) (Fifth or as the Case May Be) month of pregnancy, no compensation, as  
enumerated in Section Four, Paragraph 1, shall be paid to Surrogate. However, the expenses enumerated in Section Four, Paragraph 3  
shall be paid or reimbursed to Surrogate. In the event the child is miscarried, dies, or is stillborn subsequent to the \_\_\_\_\_\_\_ (\_\_\_\_\_)  
(Fourth or as the Case May Be) month of pregnancy the Surrogate shall receive \_\_\_\_\_\_\_\_\_\_\_\_\_ ($\_\_\_\_\_\_) dollars in lieu of the  
compensation enumerated in Section Four, Paragraph 1. In the event of a miscarriage or stillbirth as described above, this agreement shall  
terminate, and neither Surrogate nor Natural Father shall be under any further obligation under this Agreement.

CLAUSE ELEVEN

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 AIDS  
and venereal disease testing shall be done prior to, but not limited to, each series of inseminations.

CLAUSE TWELVE

In the event that pregnancy has not occurred within a reasonable time in the opinion of Natural Father, this Agreement shall terminate  
by written notice to Surrogate, at the residence provided to the Custodian by the Surrogate (from Custodian, as representative of the  
Natural Father).

CLAUSE THIRTEEN

Surrogate agrees she will not abort the child once conceived except if, in the professional medical opinion of the inseminating  
physician, such action is necessary for the physical health of Surrogate or the child has been determined by such physician to be  
physiologically abnormal. Surrogate further agrees, at the request of such physician, to undergo amniocentesis or similar tests to detect  
genetic and congenital defects. In the event such test reveals the fetus is genetically or congenitally abnormal, Surrogate agrees to  
abort the fetus on demand of Natural Father. The fee paid to Surrogate in this circumstance will be in accordance to Section Ten. If  
Surrogate refuses to abort the fetus upon demand of Natural Father, Natural Father's obligations, as stated in this Agreement, shall  
cease except as to obligations of paternity imposed by statute.  
Natural Father recognizes that some genetic and congenital abnormalities may not be detected by amniocentesis or other tests, and,  
therefore, if proven to be the biological father, assumes the legal responsibility for any child who may possess genetic or congenital  
abnormalities.

CLAUSE FOURTEEN

Surrogate agrees to adhere to all medical instructions given her by the inseminating physician as well as her independent  
obstetrician. Surrogate also agrees not to smoke cigarettes, drink alcoholic beverages, use illegal drugs, or take prescription or  
nonprescription medications without written consent from her physician. Surrogate agrees to follow a prenatal medical examination schedule  
to consist of no fewer visits than: one (1) visit per month during the first \_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_) (Seven or as the Case May Be) months  
of pregnancy, two (2) visits (each to occur at two-week intervals) during the \_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_) and \_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_) (Eighth and  
Ninth or as the Case May Be) months of pregnancy.

CLAUSE FIFTEEN

Prior to signing this Agreement, each party has been given the opportunity to consult an attorney of his or her own choice concerning  
the terms and legal significance of the agreement and the effect it has upon any and all interests of the parties to this Agreement.

CLAUSE SIXTEEN

Each party acknowledges that he or she has carefully read and understands every word in this Agreement, realizes its legal effect, and  
is signing this agreement freely and voluntarily. None of the parties has any reason to believe the other party or parties did not  
understand fully the terms and effects of this Agreement, or that the other parties did not freely and voluntarily execute this  
Agreement.

CLAUSE SEVENTEEN

In the event any of the provisions of this Agreement are deemed to be invalid or unenforceable, such invalid or unenforceable  
provision may be severed from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the reminder of  
this Agreement. If such provision shall be deemed invalid due to its scope or breadth, then such provision shall be deemed valid to  
the extent of the scope or breadth permitted by law.

CLAUSE EIGHTEEN

This Agreement shall be executed in three copies, each of which shall be deemed an original. One copy shall be given to Custodian,  
another copy to Natural Father, and the third copy to Surrogate.

CLAUSE

This instrument embodies the entire Agreement of the parties with respect to the subject matter of surrogate parenting. There are no  
promises, terms, conditions, or obligations other than those contained in this Agreement, and this Agreement shall supersede all  
previous communications, representations, or agreements, either verbal or written, among the parties.

CLAUSE TWENTY

This Agreement cannot be modified except by written agreement signed by all the original parties.

CLAUSE TWENTY-ONE

This Agreement has been drafted, negotiated, and executed and shall be governed by, and enforced in accordance with, the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signature of Surrogate Mother Date  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signature of Surrogate's Husband Date  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signature of Natural Father Date