

**\*\*\*This contract downloaded with permission from the website of Dawn Coppock, Adoption Attorney – <https://dawncoppock.com/attorneys-judges-courts/>\*\*\***

**Consult legal counsel before entering in to a post adoption contact agreement or any agreement affecting rights that you consider important. This agreement is just an example. IN drafting your own form do not remove the two paragraphs in bold and do not change the size to below 14pt type.**

**This example agreement is prepared assuming two adoptive parents and one birth parent and a child under the age of 14.**

**EXAMPLE  
POST ADOPTION CONTACT AGREEMENT  
LEGALLY ENFORCEABLE**

**Parties & Purpose**

\_\_\_\_\_ and \_\_\_\_\_,  
prospective adoptive parents (Adoptive Parents), and \_\_\_\_\_  
\_\_\_\_\_ (birth parent)  
enter into this contract for post-adoption communication and contact regarding  
\_\_\_\_\_ (child), date of birth, \_\_\_\_\_.

The parties execute this document for the purpose of creating a legally enforceable contract pursuant to T.C.A. § 36-1-145. This contract becomes effective upon finalization of the uncontested adoption of the child and shall remain in effect until the child reaches eighteen (18) years of age.

**After the entry of an order of adoption, an adoption cannot be set aside due to the failure of an adoptive parent, a biological parent, or the child to follow the terms of this contract or a later change to this contract; and**

**A disagreement between the parties or litigation brought to enforce or modify this contract shall not affect the validity of the adoption and cannot serve as a basis for orders affecting the custody of the child.**

The goal of termination of parental rights and adoption is to end a child's legal relationship with his or her birth parent and create a new legal and emotional parent/child relationship with adoptive parents. This contract does not and is not intended to weaken or undermine that fundamental goal. The consideration

offered by all parties to this agreement is the hope and expectation that this contract will further the best interest of the child.

### **Contact Method**

All adult parties shall keep the others apprised of a valid method of contact at all times and until the child is 18 years old. Such method may be by telephone, electronic communication or by U.S. postal address, but the method must be effective to reach the party in a timely manner. Any photos, information or notices described in this agreement shall be sent via the current contact method provided by each party, unless otherwise specified in this agreement or unless an updated contact method is provided.

The initial methods of contact are as follows:

Adoptive Parents: \_\_\_\_\_

Birth Parent: \_\_\_\_\_

If the adoptive parents are without a valid method to contact the birth parent for over two years, this contract for Post Adoption Contact shall be void, and the adoptive parents shall have no further obligation under this contract.

### **Contact Agreed Upon**

The adoptive parents agree to no less than the following contact with the birth parent:

#### ***Sample Provisions***

##### ***Traditional Sample Provisions***

- The birth parent may send age appropriate cards and gifts to the child from time to time on customary card or gift exchange holidays.
- Adoptive parents will send or post current pictures and a letter regarding the child's milestones, progress and well-being to the birth parent no less than twice per year, in the months of \_\_\_\_\_ and \_\_\_\_\_.
- Neither the birth parent nor anyone on his/her behalf will contact the child directly, while the child is a minor, without the adoptive parents' advanced, written permission. Contact includes contact on social media, by telephone, letter, through a third party, in-person and by any other means.

- Any photos and reports are for the birth parent's exclusive use, and shall be kept confidential for so long as the child is a minor to protect the child's privacy. The pictures and information in the updates shall further remain confidential after the child is an adult, unless the child provides his/her consent to further distribution.
- The birth parent will not email, text, mail, transmit, post on social media or on any platform, photographs of the child or the adoptive family, or information about the child or adoptive family on social media or on the internet or any other public or semi-public platform, or to any third party without the advance written permission of the adoptive parents.

***Additional Sample Provisions to Include In-Person Contact***

- Adoptive parents and the child will meet with the birth parent no less than one time per year in the month of \_\_\_\_\_. Each meeting will be arranged at least a month in advance, upon the request of the birth parent. Each party will pay their own travel expenses.

**Expectations for In Person Contact with the Child**

Such contact shall continue as long as the parties maintain the following conditions:

- The birth parent will conduct his or herself in a manner that is supportive of the adoptive parents' role and is not distressing to the child.
- Parties will refer to one another positively and respectfully in front of the child or in correspondence with the child. And all parties will use the names for one another that are used in the adoptive home including referring to the child by his or her adoptive name.
- All in-person contact between the birth parent and child shall occur in the presence of the adoptive parents and with no other parties present, unless all parties agree otherwise in advance.
- Any party may include a licensed psychological professional at their own expense, provided that reasonable advance notice is given to the other party and the notice includes the name, professional license and anticipated role of the professional.
- The adoptive parents will decide when and how to tell the child the story of the child's adoption. The adults will cooperate to accomplish the adoptive parents pacing for revelation of information.
- The birth parent will be sober and not under the influence of drugs or alcohol in the child's presence and when on the telephone or otherwise in direct communication with the child.

- If two birth parents choose to visit together, that constitutes a visit for each parent.
- The birth parent will attend all appointments made with the child, whether in-person, by telephone or virtual contact, and will not stand the child up. Without advanced cancellation, the birth parent(s) understand that disappointing the child's expectations for a scheduled contact is a material breach of this contract.

The material breach of any of these expectations shall be cause to stop or limit in-person contact at the adoptive parents' discretion.

### **Medical Information and Significant Changes in Circumstances**

The birth parent agrees to inform the adoptive parents of any changes and/or developments of personal or family medical information or health events relating to the birth parent and his/her extended family that could be medically important to the child. The birth parent will welcome health and background inquiries as useful for the child's medical care, psychological care, and/or education.

Adoptive parents will promptly advise the birth parent of significant changes or developments in the child's health and any circumstance that renders contact agreed to under this contract impossible or in need of modification.

The birth parent will promptly advise the adoptive family if he/she is no longer available for contact under this agreement or if circumstances have changed and such contact is not desired or not possible.

### **Child's Preferences**

All parties agree that as the child becomes old enough to have opinions regarding the nature of contact with his or her birth parents, the parties will discuss modifications to this contract in light of the child's expressed desires. If the child has a counselor, the counselor may also be invited to participate in these discussions by any party.

When the child becomes fourteen (14) years of age, the child may terminate all or part of this agreement for any or no reason.

### **Authority to End the Agreement**

All parties agree that the adoptive parents are empowered to make life decisions to support their child's best interest. At this time, the adoptive parents believe that this contract supports the child's best interest. However, if circumstances change and that is no longer the case, the adoptive parents may alter or end the contact agreed upon herein in order to protect the interests of the child. This step will not be taken without advanced notice, and explanation to the

birth parents, and any alteration shall be limited to the least drastic action to protect the child's best interest.

**Enforcement**

It is the intention of all parties to this contract that it shall be legally enforceable pursuant to T.C.A. 36-1-145.

**Applicable Law**

Each party has read this contract and there are no "side agreements" not contained in this written contract.

It is all parties' intention that this contract be governed by the laws of the State of Tennessee.

This document is executed by the above named parties this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Adoptive Parent

\_\_\_\_\_  
Birth Parent

\_\_\_\_\_  
Adoptive Parent