

JACQUELYNE GORTON, MSN, JD
NURSE ATTORNEY

**GESTATIONAL SURROGACY SERVICES CONTRACT BETWEEN
JACQUELYNE GORTON, NURSE ATTORNEY AND INTENDED PARENTS**

This contract is entered into on the date set forth below between **Name**, Intended Father, and **Name**, Intended Mother, respectively, and collectively “the Intended Parents”) and Jacquelyne Gorton Nurse Attorney, (hereinafter referred to as “Jacquelyne Gorton”). The Intended Parents and Jacquelyne Gorton will be referred collectively as “the parties.”

This contract must be signed and dated and fees paid as stated herein once the Intended Parents and Jacquelyne Gorton have agreed to work together. ***Please note that the amount of any and all fees and expenses set forth herein may change at any time without notice provided that such fees and expenses may be modified by contract with Surrogate.*** The amount of any and all fees shall be controlled by the *IN VITRO FERTILIZATION/ GESTATIONAL SURROGATE CONTRACT* upon execution by the parties.

In consideration of the mutual promises contained in this contract and with the intention of being legally bound by this contract, the parties agree as follows:

1. PURPOSE AND INTENT OF PARTIES

The sole purpose and intent of this contract is to provide, based on the terms and conditions herein, a means for the Intended Parents to become the parents of a child who is biologically related to at least one of the Intended Parents, which is carried and birthed by a “Surrogate”, after in vitro fertilization (“IVF”) of Intended Mother’s eggs or an anonymous egg donor’s eggs by Intended Father’s semen and transfer of the fertilized egg(s) to Surrogate’s uterus (“the IVF procedure”). (For the purpose of this contract, “child” shall include any and all children conceived simultaneously pursuant to the IVF procedure contemplated herein.) As used herein, “Surrogate” shall mean any prospective or selected Surrogate.

2. REPRESENTATIONS OF INTENDED PARENTS ARE AS FOLLOWS:

A. Intended Parents are married to each other, and each is over the age of eighteen (18) years, and desire to enter into this Contract.

B. To the best of Intended Father’s knowledge, he may be capable of producing semen of sufficient nature and quantity to fertilize in vitro egg(s) retrieved from Intended Mother’s or an anonymous egg donor’s ovaries.

C. To the best of Intended Mother’s knowledge, Intended Mother or an anonymous egg donor may be capable of contributing egg(s) through ultrasound-guided retrieval of sufficient quality and quantity for in vitro fertilization by Intended Father’s semen.

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D. To the best of Intended Father's and Intended Mother's knowledge, they are free from disease or hereditary medical conditions which might cause injury, disease or congenital defect or abnormality to the Surrogate or any child conceived as a result of the IVF procedure contemplated herein.

3. SERVICES PROVIDED BY JACQUELYNE GORTON

A. Assistance with Surrogate Selection. Jacquelyne Gorton will provide Intended Parents with profiles of available prospective surrogates that may undergo the IVF procedure and carry and birth the child, as contemplated in this contract. Said profile(s) shall include a photograph of the Surrogate and her social and medical history, as self reported in writing to Jacquelyne Gorton. Jacquelyne Gorton will not validate or verify the medical or other information provided by Surrogate in her profile, and does not guarantee the accuracy. However, Jacquelyne Gorton gives written notice to surrogates that any misrepresentations or omissions are grounds for dismissal and can make them liable for medical and legal expenses incurred in furtherance of a proposed surrogate arrangement. Intended Parents will select the Surrogate of their choice. Jacquelyne Gorton will recruit Surrogate candidates so that she can provide prospective Surrogates for Intended Parents. However, Intended Parents expressly understand that Jacquelyne Gorton does not guarantee the future behavior of any Surrogate, and do not hold Jacquelyne Gorton responsible for Surrogate's failure to comply with the terms of any surrogate contract entered into between Intended Parents and Surrogate.

B. Assistance with Investigating and Securing Maternity Care Insurance Coverage for Surrogate Carrier Candidates Limited to Referrals Only.

Jacquelyne Gorton shall only refer Intended Parents to various health insurance carrier agents in order for **Intended Parents to investigate** terms of coverage and qualifying requirements of Surrogate candidates for Maternity Care Coverage of said carriers. Jacquelyne Gorton shall in no way assist in analyzing, explaining, verifying, selecting, obtaining or purchasing health insurance coverage for Surrogate. For example, Jacquelyne Gorton shall not assist in coordinating completion of insurance application forms with Surrogate and/or Intended Parents.

C. Meeting between Intended Parents and Surrogate.

Jacquelyne Gorton will arrange a meeting between Surrogate, Surrogate's Partner, if any, and Intended Parents. Intended Parents agree to pay a \$500 (FIVE HUNDRED DOLLARS) advance on the administrative fee and \$25 (TWENTY FIVE DOLLARS) to Surrogate and Surrogate's Partner, if any, for each per hour for time spent in said meeting and for all reasonable, pre-approved travel, gross lost wages and lodging costs (only if Surrogate lives more than 100 miles from meeting place) incurred by Surrogate and her Partner in connection with this meeting. Said costs will be collected from Intended Parents prior to said meeting with Surrogate.

D. Surrogate's Background Check and Psychological Evaluation

If Intended Parents are interested in Surrogate after meeting with Surrogate, Jacquelyne Gorton will complete a background check on Surrogate and Partner, if any

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for a charge of \$100/each. If background check(s) is/are acceptable then Jacquelyne Gorton will refer Surrogate and Partner, if any, to an independent licensed mental health professional selected by Jacquelyne Gorton to undergo a psychological evaluation. Only summary results (whether it is appropriate or not for Surrogate to proceed) of said evaluation will be provided to Intended Parents for their consideration. Intended Parents must decide within one week of receiving said evaluation results whether or not they wish to initiate a surrogate contract with said prospective Surrogate. The cost of such psychological evaluation is **not** part of the administrative fee paid by the Intended Parents to Jacquelyne Gorton, as set forth in Paragraph 4A herein.

E. Intended Parents' Psychological Evaluation & Payment Thereof

Intended Parents each or jointly shall undergo a psychological evaluation by an independent licensed mental health professional selected by Jacquelyne Gorton. Results of said evaluation will be sent to Jacquelyne Gorton. Only the therapist's recommendation will be shared with selected Surrogate. The cost of such psychological evaluation is the independent responsibility of the Intended Parents and shall be paid directly by the Intended Parents to the licensed clinical therapist.

F. Surrogate's Medical Examination

Before the IN VITRO FERTILIZATION/GESTATIONAL SURROGATE CONTRACT between Surrogate, Intended Parents and Jacquelyne Gorton is executed, Jacquelyne Gorton will refer surrogate to the Intended Parents' IVF physician to evaluate Surrogate as to her medical suitability to be a surrogate carrier. Said medical exam will include all tests as prescribed by the examining physician according to current California accepted medical standards. Jacquelyne Gorton and Intended Parents may review any and all testing results or other information produced from said examination pursuant to the Surrogate waiving the privilege of confidentiality and Surrogate signing a written release. Intended Parents agree to pay for all medical and laboratory costs for such medical examinations and testing. Jacquelyne Gorton does not guarantee the medical suitability of Surrogate, which will be determined by Intended Parents' IVF physician.

G. INTENDED PARENTS' MEDICAL EXAMINATION

Before providing the IN VITRO FERTILIZATION/GESTATIONAL SURROGATE CONTRACT to Intended Parents and Surrogate as stated in paragraph 3H below, Jacquelyne Gorton will have the Intended Parents' IVF physician evaluate Intended Parents as to their medical suitability for sperm donation and IVF procedures. Said medical exam will include all tests as prescribed by the examining physician according to current California state accepted medical standards. Jacquelyne Gorton and Surrogate may review any and all summary testing results or other summary information produced from said examination pursuant to the Intended Parents waiving the privilege of confidentiality and signing written releases. Intended Parents agree to pay for all medical and laboratory costs for such medical examinations and testing.

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H. CONTRACT BETWEEN INTENDED PARENTS, SURROGATE AND JACQUELYNE GORTON

After Intended Parents meet Surrogate and the parties have completed their psychological and medical evaluations, which indicate there are no impediments to proceeding, Jacquelyne Gorton will provide Intended Parents and Surrogate a written Surrogate Contract between Intended Parents, Surrogate and Jacquelyne Gorton. If Intended Parents, Surrogate and Jacquelyne Gorton all agree to proceed with the surrogate arrangement contemplated herein, after the successful completion of the tests and evaluations itemized in Paragraphs 3C, 3D, 3E, 3F and 3G, above, and after consultation by Intended Parents and Surrogate with their separate legal counsel, Intended Parents and Surrogate will execute said Surrogate Contract Between Intended Parents and Surrogate. Jacquelyne Gorton will not draft any changes and/or Addendum to original draft of contract with Surrogate and Intended Parents; said modifications to contract will be drafted by Surrogate's and Intended Parents' attorneys. Intended Parents shall pay a reasonable attorney fee as negotiated with Surrogate's selected attorney, which may be more than any estimate provided to Intended Parents by Jacquelyn Gorton. Furthermore, Intended Parents will pay separately for their own legal consultation regarding said Contract.

I. Ongoing Administrative and Support Services

After the In Vitro Fertilization/Gestational Surrogate Contract is entered into between Intended Parents and Surrogate, Jacquelyne Gorton will provide ongoing administrative services for Intended Parents and Surrogate throughout the term of conception, pregnancy and birth. Such services include:

1. Referring the Surrogate to, and providing her with contact information regarding, the IVF physician or medical facility selected by Intended Parents for the scheduling of medical appointments.
2. Providing referrals to health insurance agents and therapists.
3. Arranging for transportation and temporary lodging (if surrogate lives more than 100 miles from appointment location) for Surrogate, as needed.
4. Providing referrals for genetic testing if requested by the parties.
5. Providing referrals for paternity testing after the child's birth, if such testing is requested by Intended Parents.
6. Providing referrals to attorneys for representation of Intended Parents, Surrogate and Surrogate's Husband, if any, for Completion of Parentage Order so that Intended Parents' names are recorded on child's birth certificate.
7. If Intended Parents require a special surrogate not ordinarily available to Jacquelyne Gorton, Jacquelyne Gorton will advertise for such a surrogate. and will present Intended Parents with an advertising plan for their approval.

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8. Disbursement of escrow account funds as set forth in the In Vitro Fertilization/Gestational Surrogate Contract, review of Surrogate's expense report record keeping, maintenance of escrow accounting, sending a minimum of monthly statements of Intended Parents' expense deposit funds in said escrow account to Intended Parents and Surrogate, notifying Intended Parents of amounts due to cover Surrogate's fees and expenses.
9. Communication with Intended Parents and with Surrogate at least once a month during Surrogate's pregnancy regarding matters pertaining to Surrogate's pregnancy and the surrogacy arrangement, and regarding any issues which arise between Intended Parents and Surrogate pertaining to the surrogacy arrangement.

4. FEES AND EXPENSES/ESCROW ACCOUNT

A. FEE FOR JACQUELYNE GORTON'S SERVICES

Intended Parents shall pay Jacquelyne Gorton the total sum of \$19,500 (NINETEEN THOUSAND FIVE HUNDRED DOLLARS) from Intended Parents for the services set forth in this Agreement, payable as follows:

1. Intended Parents shall pay Jacquelyne Gorton a \$500 (FIVE HUNDRED DOLLARS) advance on the administrative for administering a meeting with Intended Parents, Surrogate and her Partner;
2. Intended Parents shall pay the balance of the administrative fee of \$9,250 (NINE THOUSAND TWO HUNDRED FIFTY DOLLARS) upon signing this Contract (Gestational Surrogacy Services Contract between Jacquelyne Gorton and Intended Parents). This sum is non-refundable except as set forth in Paragraph 10 below. This fee shall be for administrative services of agency recruiting, agency screening of Surrogate Carrier candidates, for a maximum of three (3) agency facilitated meetings between Intended Parents and 3 separate Surrogate candidates, and for the drafting of the IN VITRO FERTILIZATION /GESTATIONAL CONTRACT.
3. Intended Parents shall pay Jacquelyne Gorton the balance of the administrative fee, \$9,750 (NINE THOUSAND SEVEN HUNDRED FIFTY DOLLARS), upon signing the IN VITRO FERTILIZATION /GESTATIONAL CONTRACT with the Surrogate. This sum is non-refundable and shall be for ongoing administrative and support services provided by Jacquelyne Gorton for Intended Parents for up to 2 (TWO) separate Surrogates. One Surrogate may complete a maximum of 3 transfers with IVF physician approval. If there is another contract with a 2nd Surrogate, that Surrogate may only have 1 additional transfer for a maximum of 4 (FOUR) transfers between 2 Surrogates, if necessary.

Services for any one Surrogate are determined to have been completed by Jacquelyne Gorton upon conclusion of the embryo transfer cycle (3 or 2 transfers or 1

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transfer per cycle as prescribed by attending IVF physician) for that Surrogate, or upon Surrogate's becoming pregnant.

Should Surrogate not become pregnant after maximum number of transfers prescribed by IVF physician or if the pregnancy is terminated, services for that Surrogate shall be deemed completed. Should Intended Parents wish to continue in excess of 4 transfers as described herein, Intended Parents shall pay Jacquelyne Gorton an entire additional administrative fee. Agency fee for any Surrogates or transfers in excess of those set forth herein shall be subject to change at any time without notice.

B. SURROGATE'S FEE AND EXPENSES

Intended Parents shall pay the sum(s) itemized below, as compensation for Surrogate's services as contemplated in this Contract. Intended Parents shall make such compensation to Surrogate in recognition of Intended Parents' status as legal parents of the child, with all accompanying parental rights and responsibilities, and in recognition of Surrogate's inconvenience, pain and suffering associated with the IVF procedure and/or pregnancy. This sum shall be paid upon execution of the agreement between the Intended Parents and Surrogate and shall be held in Jacquelyne Gorton's escrow account, as set forth in Paragraph 4C herein, and shall be disbursed to Surrogate by Jacquelyne Gorton as follows:

1. Surrogate shall receive current surrogacy service fee of \$40,000 - \$50,000 (negotiable). Surrogate fees are subject to change at any time without notice before Surrogate is matched with Intended parents; furthermore, an individual surrogate candidate may request fees different from those outlined herein. Terms of payment will be defined in contract between Surrogate and Intended Parents. Payment schedule may be \$1,000 after each embryo transfer cycle and said \$1,000 will be deducted from Surrogate's expense escrow account. If no pregnancy results or there is a canceled embryo transfer then the negotiated transfer fee may be deducted from expense escrow account. \$2,000 or other negotiated fee will be paid to Surrogate after first ultrasound post embryo transfer; and \$2,000/month or other negotiated rate from date of ultrasound confirmation of pregnancy until delivery of child or other termination of pregnancy, except as set forth in Paragraph 4(B) (3) below. The balance of Surrogate's Fee will be paid to Surrogate, according to sub-Paragraph 3 below, after delivery of the infant, but not necessarily before HLA testing results are known if Intended Parents have requested such testing whether the infant is full-term (defined as the normal term of 259 days), stillborn or if the infant has any genetic or congenital defects. In the event of multiple births, the survival of any single infant will constitute full performance on the part of the Surrogate, and will entitle Surrogate to her full fee as set forth herein. Intended Parents further agree that they will pay Surrogate an additional fee amount as agreed upon in the *IN VITRO FERTILIZATION/ GESTATIONAL SURROGATE CONTRACT* if she gives birth to twins, which is payable at the time of Surrogate's delivery pursuant to this Contract.

2. For each canceled or failed embryo transfer and/or implantation, Surrogate shall be paid an agreed upon transfer fee amount of \$1,000 up to a maximum of 3 transfers. If no pregnancy results or the embryo transfer is canceled, said amount will be deducted from the expense reimbursement account. Only if the parties agree and the IVF physician approves will there be transfers in addition to the 3 transfers. If there is

not a pregnancy after the agreed upon number of transfers, the remaining balance of the Surrogate's Fee shall be refunded to Intended Parents in full, less any reasonable, approved expenses incurred by Surrogate in connection with the IVF procedure contemplated herein up until such time that IVF is determined by the IVF physician not to be medically possible and/or not to be successful.

3. If the cycle is cancelled through no fault of Surrogate after Surrogate has commenced medications, Surrogate shall be paid the amount as agreed upon in the *IN VITRO FERTILIZATION/ GESTATIONAL SURROGATE CONTRACT*. In the event of spontaneous abortion, miscarriage, premature birth with death of infant within 72 hours, or any involuntary termination of the pregnancy before the 12th week of pregnancy but after ultra sound, Surrogate shall be paid as follows: Surrogate shall receive an amount as agreed upon in the *IN VITRO FERTILIZATION/ GESTATIONAL SURROGATE CONTRACT* every 4 weeks from date of ultrasound or proration thereof if pregnancy is involuntarily terminated prior to completion of 10th week from date of embryo transfer. If involuntary termination of pregnancy occurs after the 10th week from date of embryo transfer, Surrogate shall be paid according to the terms of payment as defined in the contract between Surrogate and Intended Parents, i.e., a pro rata portion of the fee, calculated by multiplying the total fee by a fraction, the numerator of which is the number of days from date of Embryo Transfer (ET), and the denominator of which is 259 days. If the fetus is delivered full term (38 weeks from ET) but is stillborn, or has any genetic or congenital defects, Surrogate shall be paid the total fee as set forth herein. Intended Parents shall pay Surrogate an additional amount as agreed upon in the *IN VITRO FERTILIZATION/ GESTATIONAL SURROGATE CONTRACT* if Surrogate requires:

- (a) a Cesarean Section for delivery.
- (b) a selective reduction in the number of fetuses pursuant to Paragraph 15 of the *IN VITRO FERTILIZATION/ GESTATIONAL SURROGATE CONTRACT*.
- (c) an amniocentesis
- (d) and/or a D&C.

Stated compensation shall be paid to Surrogate no later than five (5) days after completion of the birth, termination of pregnancy or medical procedure. Surrogate's fee is paid in consideration of the inconvenience, pain and suffering incurred in the performance of her obligations under this Contract.

C. Escrow Account for Surrogate's Fee, Expenses

Upon execution of this Contract, Intended Parents shall deposit into an escrow account established and managed by Jacquelyne Gorton for services, as set forth in Paragraphs 3H and 4A herein and on Exhibit A hereto. Intended Parents shall deposit into said escrow account upon execution of this Contract \$3,000 (THREE THOUSAND DOLLARS) to cover Surrogate's anticipated pregnancy-related expenses not covered by medical insurance, as set forth on Exhibit A hereto. Upon written request, Intended Parents shall replenish said escrow account in order to maintain a minimum balance of \$3,000 (THREE THOUSAND DOLLARS) in the escrow account; and to maintain a minimum balance of \$10,000 (TEN THOUSAND DOLLARS) at 6 months post ET and thereafter until escrow account is closed and refund is disbursed to Intended Parents. Jacquelyne Gorton shall send monthly written accounting of Intended Parents' expense

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deposit funds in said escrow account to Intended Parents. Amount of deposit and balance to be maintained may be changed at any time with 3 days notice.

Upon termination of services under this Contract, and ninety (90) days after either the birth of a child as contemplated in this Contract, or after the in vitro fertilization procedure contemplated herein, if no birth occurs, Jacquelyne Gorton shall refund to Intended Parents any unused portion of said expense deposit, or apply any unused portion to any outstanding bills for which Intended Parents are responsible. The parties understand and agree that Jacquelyne Gorton has no responsibility to analyze, explain select, obtain or purchase health insurance coverage for Surrogate; however, Jacquelyne Gorton will refer Intended Parents and Surrogate (the insured) to a broker or insurance carrier, if possible, and if requested by Intended Parents or Surrogate. Intended Parents shall be responsible for all medical costs of the IVF procedure and any resulting pregnancy for Surrogate or other termination of pregnancy, except for any costs covered by Surrogate's medical insurance.

5. REPRESENTATION BY COUNSEL

Intended Parents acknowledge that they have been given the opportunity to consult with and have had this Contract reviewed by an attorney of their choice, so as to understand the terms and the legal effect of this Contract. It is expressly understood by Intended Parents that Jacquelyne Gorton will not provide them legal representation, services or advice. The cost of any separate legal representation for Intended Parents shall be paid for by Intended Parents. Furthermore, Intended Parents agree that they will pay reasonable legal fees for separate legal representation of Surrogate for contract review and parentage order legal fees in addition to said fees as set forth in Paragraph 3H herein in amounts to be negotiated with Surrogate's attorney.

I.M. initials date

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6. NO WARRANTIES

All parties expressly understand and agree that Jacquelyne Gorton, its agents and employees, and the professionals whose services are retained to carry out the terms of this Contract do not in any way warrant that:

- A. Surrogate and/or Partner will pass background check, psychological or medical screening evaluations.
- B. Surrogate will in fact conceive and/or give birth to a child after the IVF procedure.
- C. Any child, if conceived, will be physically and mentally healthy and free of genetic or congenital defects.
- D. Surrogate will comply with the terms and provisions of this Contract.
- E. Intended Parents will comply with the terms and provisions of this Contract.

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7. ASSUMPTION OF MEDICAL AND LEGAL RISKS

It is recognized and understood by the parties to this Contract that the law in California and elsewhere relating to surrogate parenting contracts is unsettled at this time. Intended Parents expressly agree to assume any and all medical and legal risks incident to the IVF procedure and surrogate arrangement contemplated herein, known and unknown. This paragraph is in no way intended to release Jacquelyne Gorton, the IVF physician, Surrogate’s obstetrician, or any other medical, mental health or legal professional from any negligence or professional malpractice.

In the event the Child requires medical attention after birth, Intended Parents are responsible for any such medical and/or hospitalization expenses, not covered by Surrogate’s health insurance.

8. FAILURE OF IVF PROCEDURE/TERMINATION OF CONTRACT

In the event Surrogate does not get pregnant within a time deemed reasonable by the IVF physician, the Contract between Intended Parents and Surrogate shall terminate by written notice to Surrogate. Such notice may be given by the IVF physician or by Jacquelyne Gorton. Intended Parents shall pay Surrogate as set forth in Paragraph 4B (2) herein, and for any reimbursable and contractually-provided expenses incurred prior to the date of termination of the Contract between Intended Parents and Surrogate. The termination of the contract between the Surrogate and the Intended Parents does not terminate this Contract, and Jacquelyne Gorton will provide additional available surrogate profiles for Intended Parents’ consideration until Intended Parents select a suitable surrogate, subject to the limitations of, and as set forth in, Paragraph 4A(2) above.

9. RESPONSIBILITY IN THE EVENT OF STILLBIRTH OR MISCARRIAGE

In the event Surrogate miscarries the pregnancy or delivers a stillborn child, Intended Parents are responsible for any of Surrogate’s resulting medical and/or hospitalization expenses, not covered by Surrogate’s health insurance until six months post birth or other termination of pregnancy, and the cost of any funeral or cremation of the fetus. Parents also agree that their names will be placed on the child’s birth certificate under such circumstances, to the extent legally possible, and on any death certificate for the child, if such certificates are prepared. If Intended Parents wish to resume another embryo transfer cycle after such miscarriage or stillbirth, whether with the same or a new Surrogate, Intended Parents agree to attend counseling sessions with a licensed clinical therapist or other qualified mental health professional, until the Licensed clinical therapist or other such professional concludes that Intended Parents are ready to resume another embryo transfer cycle.

10. CANCELLATION OF THIS CONTRACT

Either Intended Parents or Jacquelyne Gorton may cancel this Contract prior to the date of Surrogate’s psychological evaluation by notifying the other party in writing of her/their intention to cancel the Contract. Jacquelyne Gorton may cancel this Contract at any time at any time before commencement of cycle injections if Intended Parents do not comply with the terms of this Contract or with this contract’s requirements including timely payment of all fees and expenses as set forth herein, or they interfere with, inhibit,

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or otherwise prevent performance of this Agreement. In the event notice of cancellation of the Contract is properly given, no party shall have any further obligations under this Contract, except return within thirty (30) days by Jacquelyne Gorton of any escrow moneys, as set forth in Paragraph 4C of this Contract and return of the current administrative fee minus her hourly fee of \$275/hr. for services rendered along with a complete itemized accounting.

11. CONFIDENTIALITY AND NON-DISCLOSURE

All parties acknowledge the sensitive and private nature of the subject matter of this Contract and agree that they will not provide any information to the public, news media, or any other individual or group regarding their involvement in this surrogate Contract which could lead to the disclosure of the identity of the parties or the child without prior express written consent of all other parties hereto. The parties further agree that they will provide no interviews of any kind relating to this matter without express prior written consent of all parties.

12. HOLD HARMLESS

The parties to this Contract hereby agree to hold Jacquelyne Gorton harmless and free of any fault or liability regarding the selection of health insurance coverage for Surrogate pregnancy. Secondly, Jacquelyne Gorton shall be held harmless from any increased cost of premiums and the denial of any claims or coverage by any insurance carriers.

I.M. initials date

I.F. initials date

Furthermore, the parties hold Jacquelyne Gorton harmless and free of any liability in any way arising out of or connected with the selection of a Surrogate to undergo the IVF procedure as contemplated herein and Surrogate carrying and birthing the child for Intended Parents, including, but not limited to: suitability for surrogacy, completion of any surrogacy, any complications of conception, childbirth, or delivery, from the birth of any infant abnormal in any respect, or from any adverse consequences which may in any way arise in connection with or as a result of their participation in the process of surrogate parenting, except for any harm caused by Jacquelyne Gorton's active negligence or other wrongdoing including breach of this Contract.

13. SELECTION OF SURROGATE MADE WITHOUT RECOMMENDATION OF JACQUELYNE GORTON.

Intended Parents expressly acknowledge that the selection of Surrogate to act as their Surrogate was made without recommendation, inducement or influence by Jacquelyne Gorton or its agents, representatives or employees.

I.M. initials date

I.F. initials date

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14. LEGAL DISPUTE OR CONTEST BETWEEN SURROGATE AND INTENDED PARENTS

In the event Surrogate refuses to relinquish custody, care and control of any child conceived or born pursuant to this contract to Intended Parents, or some other legal dispute arises between Surrogate and Intended Parents, Jacquelyne Gorton will not provide legal representation or referrals to either Surrogate or Intended Parents. Surrogate and Intended Parents must locate and retain their own independent attorney, if they desire legal counsel.

15. BINDING ARBITRATION PROVISION

Any and all claims, disputes, and controversies (specifically excluding any claims relating to parental rights to the child) arising out of or in relation to the performance, interpretation, application or enforcement of this Agreement or breach thereof shall be decided by neutral binding arbitration located in Marin County, California, before an arbitrator who is mutually agreeable to the parties in accordance with the California Arbitration Act (C.C.P. §1280 et seq.) and not by court action except as provided by California law for judicial review of arbitration proceedings. The Parties will have the right to discovery in accordance with Code of Civil Procedure §1283.05. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The arbitrator(s) will provide the parties with a written decision and findings of fact regarding the resolution of any and all disputes and/or claims submitted to arbitration. Judgment on the award by the arbitrator(s) may be entered in the Superior Court of California, County of Marin.

The prevailing party so designated by the Arbitrator(s) shall be entitled to attorney's fees and costs of arbitration and all attorneys' fees and costs incurred in filing the award with the Court and enforcing any judgment arising there from.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE BINDING ARBITRATION PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR TO A JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THIS SECTION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE BINDING ARBITRATION PROVISION TO NEUTRAL ARBITRATION.

{_____} I.M. Agrees
{I.M. Initials}

{_____} I.F. Agrees
{I.F. Initials}

{_____} J.G. Agrees
{J.G. Initials}

16. AMENDMENTS OR MODIFICATIONS

I.M. Initials Date

I.F. Initials Date

Except as set forth herein, this Contract may be amended or modified only by further separate written agreement between the parties.

17. SEVERABILITY

In the event any of the provisions, whether sentences or entire paragraphs, of this Contract are deemed to be invalid or unenforceable, the same shall be deemed severable from the remainder of this Contract and shall not cause the invalidity or unenforceability of the remainder of this Contract. If said provision shall be deemed invalid due to its scope or breadth, then that provision(s) shall be valid to the extent permitted by law.

18. PARTIES' FREE AND VOLUNTARY EXECUTION OF CONTRACT

Each party to this Contract acknowledges that she/he fully understands this Contract and its legal effect, that she/he is entering into and signing this Contract freely and voluntarily, and that no party has any reason to believe that any other party did not freely and voluntarily enter into and sign this Contract.

19. FACSIMILE COPIES VALID

For purposes of this Contract, copies sent by facsimile transmission will be acceptable, valid and sufficient for all required notices, consents, and executions of this Contract provided the original written notice, consent or execution is promptly sent by first class mail to the intended receiving party.

20. EXECUTION IN COUNTERPARTS

This Contract may be executed in counterparts, and duplicate originals and each counterpart or duplicate original taken together shall constitute one valid and binding Contract between and among the parties.

21. ENTIRE CONTRACT

This Contract and any Exhibits and Addendum hereto, which are expressly made part of this Contract, set forth the entire Contract between the parties. No other representations or promises, whether implied, oral or written, shall be binding upon any party hereto, unless in writing and signed by all parties.

I.M. Initials Date

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22. GOVERNING LAW

The parties below have read this Contract and it is their intention by affixing their signatures below, to enter into a binding legal obligation.

This Contract has been drafted in San Rafael, California, executed in California and shall be governed by and enforced in accordance with the laws of the State of California.

Intended Father Date

Intended Mother Date

Jacquelyne Gorton Date

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EXHIBIT A

ESTIMATED EXPENSES FOR INTENDED PARENTS

1. Surrogate's Fee Amount	\$40,000 - \$50,000 or Negotiated Fee
2. Estimated Surrogate's Expenses	\$10,000 - \$20,000 +
a. Travel Expenses	Current IRS Std.
b. Background Check	\$100/person
c. Life Insurance Premium	\$300 - \$500
d. Health Ins. Premium (Mat. Rebate Plan)	\$0 - \$24,800 +
e. Maternity Clothing Allowance	\$1,000 (+\$200 for multiples)
f. Childcare costs	up to \$175/day+
g. Psych. Counseling cost	Variable - phone + face to face
h. Attorney fees	\$1,000 - \$3,000 Varies
i. Medical exam, testing costs	Variable
j. Genetic testing	Variable
k. Uncovered Medical expenses	Variable
l. Selective reduction fee to Surrogate	\$500 or as negotiated
m. Amniocentesis fee, D & C	" " "
n. Saline induced abortion	" " "
o. delivery of a twin	\$5,000 or as negotiated
p. C-section delivery	\$2,500 or as negotiated
q. Transfer of embryos w/out pregnancy	\$750
3. Miscellaneous Costs	
a. Postage, fax costs	Variable
b. Paternity/maternity expenses	Variable
c. Legal fees for filing Parentage Order	\$3,000 -\$4,000 Varies
4. Administrative Fee	\$19,500-\$23,000 +
ESTIMATED TOTAL	\$90,000 -\$100,000 +

The above are rough estimates and may change at any time without notice and may not reflect total liability.

EXHIBIT B

ESCROW CONTRACT AND RECEIPT

Pursuant to Paragraph 4C of the Surrogate Contract to which this Escrow Contract is attached, Intended Parents agree to deposit into an escrow account established and maintained by Jacquelyne Gorton, for the benefit of Surrogate, fees listed below, which fees may change at any time without notice:

\$40,000 - \$50,000 SC's Fee (Negotiable)
\$ 3,000 Escrow Account
\$43,000+ - \$53,000+Total

The Parties agree that Jacquelyne Gorton shall act as Intended Parents' agent for the payment of said fees to Surrogate according to the terms of the IVF/Gestational Contract between Surrogate and Intended Parents.

Intended Father Date

Intended Mother Date

Jacquelyne Gorton acknowledges receipt of the sum of \$3,000 from Intended Parents, pursuant to this Escrow Agreement.

Jacquelyne Gorton

Date

I.M. Initials Date

I.F. Initials Date

ACKNOWLEDGEMENT OF INSTRUCTIONS

I/We acknowledge and confirm that upon my/our signing the attached Gestational Surrogacy Services Contract Entered Into Between Jacquelyne Gorton and Intended Parents (In Vitro Fertilization) ("Contract"), I/We have received instructions that prior to any part of the IVF procedure being conducted, I/We must have completed all medical evaluations and examinations set forth in said Contract. I/We understand that sufficient time must be allowed for the laboratory tests to be completed and the results forwarded to the physician(s) performing the IVF procedure. I/We have been informed that failure to have such evaluations and examinations completed and the results of said evaluations and examinations made available will result in the cancellation of the IVF procedure, and will result in my/our assumption of full responsibility for travel, medical, or other expenses incurred, as set forth in the Contract. No IVF procedure appointments will be rescheduled until such testing has been completed and the results made available.

Intended Father Date

Intended Mother Date

I.M. Initials Date

I.F. Initials Date

COUNSELING STATEMENT

I/We are contemplating a surrogate parenting arrangement facilitated by Jacquelyne Gorton. Jacquelyne Gorton has stressed to us that she believes counseling for all parties in these arrangements is very important, and has offered to refer us to competent counselors who are knowledgeable about the psychological issues in this field. I/We agree that Jacquelyn Gorton, by making any such referral, is not warranting the abilities of the referred persons nor the outcome in any way arising out of any such referral.

_____ I/We elect to undergo counseling regarding our intended Surrogate parenting arrangement and request that Jacquelyne Gorton make all necessary arrangements for counseling for us. We understand that we are responsible for the costs of counseling, to be paid by us directly to the counselor, which costs are in addition to any costs or fees as defined in my/our written Contract with Jacquelyne Gorton.

_____ I/We elect to undergo counseling regarding our intended Surrogate parenting arrangement and will make all necessary arrangements by my/ourselves.

Intended Father Date

Intended Mother Date

I.M. Initials Date

I.F. Initials Date

Jacquelyne Gail Gorton
Nurse Attorney

AUTHORIZATION FOR RELEASE OF INFORMATION
(California Civil Code section 56.10)

TO: ANY PHYSICIAN, MEDICAL FACILITY STAFF, PSYCHIATRIST, LICENSED CLINICAL THERAPIST, OR OTHER HEALTH CARE OR MENTAL HEALTH PROFESSIONAL:

YOU ARE HEREBY AUTHORIZED to release to Jacquelyne Gorton, Nurse Attorney, any and all medical, psychological, psychiatric, or health information pertaining to Surrogate Parenting procedures which now or in the future may be in your possession or under your control.

Jacquelyne Gorton, Nurse Attorney, is authorized to copy, or to receive copies of any records or documents pertaining to me or the information specified above, and to distribute said copies to any other interested physician, psychiatrist, licensed clinical therapist or health care or mental health professional that requires the information for purposes of medical or psychological assessment or treatment.

The information shall only be used in, or in connection with, the surrogate parenting contract issues that I entered into with the surrogate I selected.

This authorization shall remain valid for a time period concluding six (6) weeks after birth of child conceived pursuant to a surrogate parenting arrangement between Surrogate and Intended Parents, client/patient.

I have been advised of my right to receive a copy of this Authorization.

I have received a copy of this Authorization. ____yes ____no.

Intended Father Date

Intended Mother Date

25 Biscayne Court
San Rafael, California 94901
(415) 485 – 1969
Fax: (415) 485 – 1113

I.M. Initials Date

I.F. Initials Date