

# SURROGACY AGREEMENT

Location: \_\_\_\_\_ Effective Date: \_\_\_\_\_

## Intended Parents Information:

Full Name(s): \_\_\_\_\_

Government ID / Driver License No.: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Surrogate Information:

Full Name: \_\_\_\_\_

Government ID / Driver License No.: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Agency or Clinic Information (if applicable):

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Clause 1 – Purpose of Agreement

This Agreement sets forth the terms and conditions under which the Surrogate agrees to conceive and carry a child for the Intended Parents, who will assume full legal rights and responsibilities upon birth of the child.

## Clause 2 – Medical and Psychological Screening and Care

The Surrogate agrees to undergo all recommended medical and psychological screenings and evaluations, and to follow all medical advice and treatment plans related to the pregnancy. The Intended Parents shall be responsible for all medical expenses related to the pregnancy and delivery.

## Clause 3 – Legal Representations and Obligations

Each party represents that they have obtained independent legal counsel or have waived such right knowingly. The Surrogate affirms that she enters this Agreement voluntarily, without any coercion, and understands her rights and obligations.

## Clause 4 – Compensation and Expenses

The Intended Parents agree to pay the Surrogate compensation as set forth in a separate financial addendum. All reasonable pregnancy-related expenses, including medical, legal, and travel costs, shall be reimbursed to the Surrogate promptly.

## Clause 5 – Confidentiality

The parties agree to maintain confidentiality regarding the terms of this Agreement and any information relating to the surrogacy process, except as required by law or by mutual written consent.

## Clause 6 – Parental Rights and Custody

Upon birth, the Intended Parents shall be recognized as the legal parents of the child. The Surrogate relinquishes all parental rights and agrees to cooperate in all legal procedures necessary to establish parentage.

**Clause 7 – Termination of Agreement**

This Agreement may be terminated only in writing by mutual consent or as provided by applicable law. Upon termination, no party shall have any further obligations, except for obligations already accrued.

**Clause 8 – Risk and Indemnification**

The Intended Parents acknowledge and accept the risks inherent in pregnancy and agree to indemnify and hold harmless the Surrogate against any claims arising from this Agreement, except in cases of gross negligence or willful misconduct.

**Clause 9 – Dispute Resolution**

Any disputes arising under or related to this Agreement shall be resolved first by mediation, and if unsuccessful, by binding arbitration in accordance with the laws of the State governing this Agreement.

**Clause 10 – Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_. Venue for any legal proceedings shall be exclusively in the courts located in \_\_\_\_\_ County, \_\_\_\_\_.

**Clause 11 – Entire Agreement**

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter herein.

**Clause 12 – Amendments**

No amendment or modification of this Agreement shall be valid or binding unless in writing and signed by all parties.

**Clause 13 – Notices**

All notices required or permitted under this Agreement shall be in writing and delivered personally, by certified mail, or by recognized overnight courier to the addresses set forth above, or such other address as a party may designate in writing.

**Clause 14 – Voluntary Execution**

Each party acknowledges that they have read and fully understand the terms of this Agreement, have had the opportunity to seek legal advice, and enter into this Agreement voluntarily and without duress.

**Clause 15 – Severability**

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**Clause 16 – Counterparts and Electronic Signatures**

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together constitute one instrument. Electronic signatures shall have the same force and effect as original signatures.

**Clause 17 – Cooperation**

The parties agree to cooperate fully and execute any additional documents or take actions necessary to effectuate the terms and intent of this Agreement.

**Clause 18 – No Adoption by Surrogate**

The Surrogate waives any right to adopt or claim parental rights over the child born pursuant to this Agreement.

**Clause 19 – Post-Birth Contact**

Any agreement regarding post-birth contact between the Surrogate and Intended Parents or child shall be separately documented and is not governed by this Agreement.

**Clause 20 – Signatures**

The parties have executed this Agreement as of the Effective Date set forth above, intending to be legally bound.

**INTENDED PARENTS' SIGNATURE(S)**

**SURROGATE'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Original source of this document:

<https://contracttemplate-us.com/surrogacy-contract/>

Did you find this template helpful?

Find more updated templates at:

<https://contracttemplate-us.com/>

[View more templates](#)

This template is intended exclusively for personal, non-commercial use.  
If distributed or published, the source must be mentioned.

This template is provided for guidance only and does not constitute legal advice.  
It is recommended to consult a legal professional for each specific case.