



PO Box 146
Combined Locks, WI 54113
www.reecesrainbow.org

Adoptive Family Application and Disclosure

Reece's Rainbow is excited about your desire to adopt one of the precious waiting children with special needs, whom we are supporting. The Reece's Rainbow Grant Program is open to any family or individual who is seeking to adopt an international child with Down syndrome or other special needs.

Please be aware and prepared for the fact that you may encounter severe physical and emotional development issues with the children you are planning to adopt. To best protect the children that we are supporting from being on hold for several months for a family who ultimately cannot complete the adoption, please understand the utmost seriousness of this decision and please, be prepared for this commitment

We work very hard to raise grant funds for the children that we support. Please be advised, however, that any grant funds that you might be awarded by Reece's Rainbow are only available at the **end** of your adoption process to pay for **final adoption costs**, such as airfare and final agency fees. Families interested in making a commitment must have their initial adoption costs and fees available to them, prior to their commitment. These costs are usually at least \$5,000. The desire to adopt may be extremely powerful, but fulfillment is not always possible for various reasons. It is a very serious decision to make this lifelong commitment to bring a child with special needs into your family through adoption.

If you are prepared to take this step, please complete the Reece's Rainbow Grant Application Agreement honestly and promptly to indicate your agreement to the terms, conditions and requirements of your grant application to Reece's Rainbow. Once you have properly completed, signed, and initialed as indicated, please return your Reece's Rainbow Grant Application Agreement to us via email to applications@reecesrainbow.org or fax at (240) 241-7871.

While not required, we respectfully request that you include a love offering of \$250 (or more, as you are able) to Reece's Rainbow on behalf of the child you are hoping to adopt. Your love offering is a DONATION to Reece's Rainbow. It is not a fee and is fully tax deductible. Reece's Rainbow is a 501(c)(3) non-profit.



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Reece's Rainbow Grant Application

Disclaimer: In order to be considered, this Agreement must be completed in its entirety with satisfaction of all requirements. This Agreement must also be accompanied by commitment through an adoption placing agency in accordance with the requirements of the country in which such adoption will take place.

Applicant Names ("Applicant"): _____
(Full Legal Name) **MOTHER** **FATHER**

Date of Application: _____

This **Reece's Rainbow Grant Application Agreement ("the Agreement")** is submitted by Applicant to Reece's Rainbow Down Syndrome Adoption Grant Foundation, Inc., a Georgia non-profit corporation ("Reece's Rainbow"), in connection with its desire to be considered by Reece's Rainbow for the Grant. In submitting this Agreement to Reece's Rainbow, Applicant acknowledges that Reece's Rainbow owes no duty or obligation to Applicant other than to consider Applicant's request for the Grant. Full discretion to approve the Grant lies with Reece's Rainbow.

Section 1 – Representations and Warranties

- (a) Applicant represents and warrants that it understands the magnitude of its decision to adopt and that the life of an orphaned child is at stake and that the decision to adopt has been made by Applicant independently and without any inducement from Reece's Rainbow.
- (b) Applicant represents and warrants that it understands this application is a commitment to a child for grant purposes only and that the process of placing a legal hold on an orphaned child is handled by Applicant's licensed child placing agency and/or independent facilitator, not by Reece's Rainbow.
- (c) Applicant represents and warrants that it has no parental rights over the applicant children until an official decree of adoption has been issued by the appropriate Court of jurisdiction and that Reece's Rainbow does not participate in any discretion as to whether any parental rights should be awarded to Applicant.
- (d) Applicant represents and warrants the understanding that Reece's Rainbow makes no guarantees or promises about the actual availability of the children listed on its website. Children listed on the Reece's Rainbow website as "available for adoption" are available only to the best of Reece's Rainbow's knowledge. Applicant holds ultimate responsibility to check availability for actual adoption.

- (e) Applicant represents and warrants that it understands that a child can be adopted domestically, taken into foster care, adopted by another family, pass away or otherwise become unavailable for adoption before Applicant's dossier is ready. Applicant further represents and warrants that such instances are beyond the control of Reece's Rainbow.
- (f) Applicant represents and warrants that it understands that many international adoption programs have strict requirements about past history of diagnosed mental health conditions, including even mild depression, situational/postpartum depression, anxiety, ADHD, bipolar, suicidal concerns and similar disorders. Applicant agrees to share past or current history related to any such disorders with its homestudy social worker and placing agency.
- (g) Applicant represents and warrants that it understands that any personal criminal history, including juvenile convictions, motor vehicle violations, drug/alcohol violations, etc. must be shared with its homestudy social worker and placing agency. Applicant agrees to share any criminal history with its homestudy social worker and placing agency.
- (h) Applicant represents and warrants that it has carefully read through all US-based international adoption requirements listed on the Reece's Rainbow website: <http://reecesrainbow.org/new-family/newfamily> and that Applicant complies with all such requirements.
- (i) Applicant represents and warrants that the information contained in this Agreement and all other information provided to Reece's Rainbow in connection with this Agreement are true and accurate.

Section 2 – Application Requirements

- (a) Applicant acknowledges that this Agreement shall be accompanied by a non-refundable application fee of \$25.
- (b) If Applicant is using a facilitator or agency other than the one who listed the child/ren, application must also include the child's full legal name, date of birth, and region, from their facilitator/agency.
- (c) Applicant acknowledges that this Agreement must be submitted prior to Court in order to be considered.
- (d) Applicant agrees to provide Reece's Rainbow with proof of Applicant's invitation to travel.
- (e) Applicant agrees to timely assist Reece's Rainbow in obtaining Applicant's social worker preliminary contact form from Applicant's social worker.
- (f) Upon request from Reece's Rainbow, Applicant additionally agrees to timely provide the following: (i) Applicant's USCIS Approval; and/or (ii) Applicant's completed homestudy.
- (g) Applicant agrees to complete its Hague accredited home study, including child abuse clearance checks, criminal history, medical/physical evaluations, self-study documents and personal references, in a timely manner. Applicant will do their best to ensure that homestudy should take no longer than twelve (12) weeks for completion. Applicant agrees to notify Reece's Rainbow of any delays that will extend this time period.
- (h) Applicant acknowledges that it may be necessary for Reece's Rainbow to contact Applicant's homestudy social worker, child placing agency, independent facilitator, USCIS and/or other grant foundations for general purposes of evaluating this Agreement. Applicant consents to basic contact; In-depth contact of a personal nature would require a consent form.
- (i) Applicant agrees to maintain private health insurance that will cover their adopted child immediately upon finalization of the adoption. Such insurance must contain no pre-existing conditions restrictions and no delay in eligibility waiting for a COC or SSN. Families who are members in Samaritan Ministries must have written approval from SMI *for that child and their specific needs* prior to a commitment.

Section 3 – Application Information

Please Complete the Following:

Applicant Address: _____

Applicant Phone Numbers: _____ **MOTHER** _____ **FATHER**

Applicant Date of Birth: _____ **MOTHER** _____ **FATHER**

Applicant Email: _____ **MOTHER** _____ **FATHER**

Applicant Blog (if any): _____

Child(ren) for Grant (“the Grant”): _____ **RR NAME** _____ **DATE of BIRTH**

_____ **COUNTRY** _____ **SPECIAL NEEDS DIAGNOSIS**

_____ **GENDER**

_____ **ADDITIONAL CHILD’S NAME** _____ **DATE OF BIRTH**

_____ **GENDER** _____ **SPECIAL NEEDS DIAGNOSIS**

Homestudy Agency:

NAME OF AGENCY

CONTACT NAME

CONTACT EMAIL

CONTACT PHONE

STREET ADDRESS

CITY, STATE, ZIP

HAGUE APPROVED (YES OR NO)

Adoption/Placing Agency
or Independent Facilitator

NAME OF AGENCY

CONTACT NAME

CONTACT EMAIL

CONTACT PHONE

STREET ADDRESS

CITY, STATE, ZIP

Please circle one:

- | | | |
|---|-----|----|
| (1) Does Applicant carry private health insurance? | Yes | No |
| (2) Will the policy accept Applicant's newly adopted child(ren)? | Yes | No |
| (3) Does Applicant's family (including proposed child(ren) for Adoption) meet the USCIS income requirements? | Yes | No |
| (4) Does Applicant meet the parental age requirements?
Established by the country of Applicant's choice? | Yes | No |
| (5) Is Applicant financially capable of meeting all of the preliminary financial requirements of Applicant's adoption and this Agreement? | Yes | No |
| (6) Is Applicant able to travel as required for Applicant's adoption? | Yes | No |

- | | | |
|---|-----|----|
| (7) Has Applicant ever had an adoption homestudy revoked/rejected? | Yes | No |
| (8) Has Applicant ever had a USCIS adoption approval rescinded? | Yes | No |
| (9) Have any previous Applicant adoptions been disrupted or rejected? | Yes | No |
| (10) Has any member of Applicant's family ever been rehomed? | Yes | No |

If you answered yes to (9) or (10), please describe the details of such instance here:

Section 4 – Grant Funds

- (a) Applicant agrees that the Grant is for international adoptions only.
- (b) Applicant acknowledges that the Grant and this Agreement cannot be transferred to other children supported by Reece's Rainbow, without the consent of Reece's Rainbow. Unless otherwise approved by Reece's Rainbow, a new, separate Reece's Rainbow Grant Application Agreement must be submitted for each separate child and grant.
- (c) Applicant acknowledges that Reece's Rainbow retains full discretion in whether to approve the Grant application, without limitation.
- (d) Applicant hereby releases Reece's Rainbow from any responsibility to approve the Grant application and any consequence or damage that Applicant might incur if the Grant is not approved, including but not limited to, financial or emotional distress or any impact of any nature on Applicant's adoption. In no event shall Reece's Rainbow be liable to Applicant for consequential, incidental, punitive, special, exemplary or indirect damages or expenses, even if Applicant was advised of the possibility of the occurrence of such damages.
- (e) Applicant acknowledges that the Grant shall not be deemed to have been approved until Applicant receives an official Reece's Rainbow Grant Approval Letter by email.
- (f) If approved for the Grant, Applicant agrees that the Grant will be disbursed by Reece's Rainbow only after Applicant's dossier has been submitted and Applicant has been invited by foreign officials to travel. All adoption costs prior to approval, such as home study, initial agency fees, dossier translation and submission and USCIS, remain the sole responsibility of Applicant and Applicant agrees to timely pay such costs, prior to commitment, to avoid delay of the adoption.
- (g) Applicant agrees that the Grant can be used only for: (i) airfare; (ii) agency fees due at the time of adoption; and (iii) facilitation fees and in-country expenses.

Section 5 – Donations/Family Sponsorship Program

- (a) Applicant shall be entitled to participate in the Reece’s Rainbow Family Sponsorship Program (“FSP”) and if Applicant agrees to participate in the FSP, this Section 5 shall apply to Applicant’s participation.
- (b) If Applicant participates in the FSP, Applicant agrees to the creation of a Reece’s Rainbow FSP profile description page. Such description page shall be created and designed in the discretion of Reece’s Rainbow; provided however, that Reece’s Rainbow agrees to promptly modify the description page at the request of Applicant.
- (c) Applicant acknowledges that Reece’s Rainbow can accept donations for Applicant’s adoptions up until Applicant is home with its newly adopted child. Unless designated specifically to Applicant at the time of donation, funds received after that time will be reallocated to another waiting child in accordance with the Reece’s Rainbow Child-in-Waiting Policy.
- (d) Applicant acknowledges that Reece’s Rainbow makes no guarantees and holds no responsibility to raise any certain or minimum amount of money on behalf of Applicant, or Applicant’s adoptions. Applicant acknowledges that any fundraising on behalf of Applicant shall be the sole responsibility of Applicant.
- (e) In the event of a successful adoption by Applicant, Applicant hereby grants permission to Reece’s Rainbow to appropriately use any “already home” photos of these children from your own public blog, Facebook posts, etc. as updates to your profile page on our website. Reece’s Rainbow may share your public blog/Facebook postings on social media during your adoption for fundraising exposure, and post-adoption to celebrate your child in their new family. Additional permissions will be requested in the event we’d like to use your photo for a larger media campaign or printed material.

Section 6 – Confidentiality

- (a) Applicant agrees not to make any public or blog announcements regarding Applicant’s intended children until: (i) all adoption agency applications have been submitted and approved; or (ii) this Agreement has been submitted and approved by Reece’s Rainbow, and Applicant’s FSP Family Profile is listed on the Reece’s Rainbow website.
- (b) All communication and correspondence between Applicant and Reece’s Rainbow, the contents of this Agreement and the Grant application shall not be disclosed to the public or any representative of Applicant, except the attorneys and accountants of Applicant, if any, and as compelled by force of law. Applicant agrees that if its finds it necessary to disclose the existence or terms of this Agreement to their attorneys, or accountants, they will advise such persons that they are under an obligation to maintain the confidentiality of such information. Applicant assumes full responsibility for any disclosures in violation of this Agreement and hereby indemnifies Reece’s Rainbow, its officers and directors, from any damages arising from any disclosure by Applicant in violation of this Agreement.
- (c) Applicant agrees and promises, on behalf of themselves and their representatives, not to engage, now or in the future, in any disparaging conduct directed at Reece’s Rainbow or its officers or directors.
- (d) Applicant agrees to refrain from making any derogatory statements about Reece’s Rainbow, its officers and directors, or engaging in any conduct or behavior, which are damaging or detrimental to Reece’s Rainbow in any way.
- (e) This Section covers all communication/conduct between Reece’s Rainbow and Applicant and Applicant’s representatives.

Section 7 – Miscellaneous

- (a) Applicant agrees to timely notify Reece’s Rainbow, in writing, of: (i) any anticipated delays in their adoption process, including but not limited to, delays in travel; or (ii) any change to Applicant’s adoption agency or facilitator.
- (b) Applicant acknowledges that a new Reece’s Rainbow Grant Application Agreement must be submitted if Applicant’s adoption is not complete within twenty (20) months of this Agreement.
- (c) Applicant acknowledges that funds donated to Reece’s Rainbow for a specific child shall remain with such child, at all times, including but not limited to, any failed adoption of such child by Applicant, for any reason. Applicant agrees to contact Reece’s Rainbow and make arrangements for repayment of any funds received for a failed or abandoned adoption back to Reece’s Rainbow within thirty (30) days of abandonment, or receipt by Applicant of notice of such failed adoption. For purposes of this Agreement, the term “abandonment” shall mean written notice to Reece’s Rainbow of Applicant’s intent to abandon the adoption or fifteen (15) days of non-response after contact from Reece’s Rainbow.
- (d) Applicant agrees that each of the following shall be considered a “Default” of this Agreement by Applicant: (a) failure to comply with any requirement under this Agreement; (b) any misrepresentation by Applicant under this Agreement; or (c) abandonment by Applicant of any adoption.
- (e) In the event of any Default of this Agreement by Applicant, Reece’s Rainbow shall have the non-exclusive right, without limitation, to: (a) nullify this Agreement; (b) deny the Grant application; (c) retain any funds donated on behalf of Applicant; or (d) reallocate the Grant to another waiting child in accordance with the Reece’s Rainbow Child-in-Waiting Policy.
- (f) Applicant acknowledges that Reece’s Rainbow holds the right to prosecute any fraudulent misuse of the Grant.
- (g) In submitting this Agreement, Applicant unconditionally releases, forever discharges, waives, and holds Reece’s Rainbow, their officers, directors and employees, representatives and assigns harmless from each and every claim, cause of action, right, liability, or demand of any kind and nature, in law or equity, whether or not presently known to exist, including, without limitation, those claims arising from, or relating to Reece’s Rainbow’s discretion in reviewing the Grant application, Applicant’s submission of this Agreement or any other consideration related in any way to this Agreement or the Grant application.
- (h) This Agreement shall be governed by the laws of the State of Georgia and Applicant specifically consents to such jurisdiction in any dispute arising between Applicant and Reece’s Rainbow or related to the Grant or this Agreement. Any such dispute arising between Applicant and Reece’s Rainbow or related to the Grant or this Agreement shall be brought in the Courts of the Northern District of Georgia to the specific exclusion of all other venues. Applicant agrees not to bring any suit against Reece’s Rainbow in any other venue or jurisdiction.
- (i) Applicant acknowledges that any failure by Reece’s Rainbow to enforce any right or privilege under this Agreement shall not be deemed to constitute waiver of any rights and privileges of Reece’s Rainbow contained herein.

(SIGNATURES ON NEXT PAGE)

Reece's Rainbow Grant Application

To be Signed by Applicant:

I hereby acknowledge that I have received due time to review and consider this Agreement and by signing below, I hereby submit this Agreement and Grant application to Reece's Rainbow upon the terms and conditions herein set forth.

This ____ day of _____, 20____.

APPLICANT:

MOTHER

FATHER

Thank you for completing your Agreement Application with Reece's Rainbow!

Please submit this application to Reece's Rainbow at applications@reecesrainbow.org