

DOULA SERVICES AGREEMENT

Location: _____ Date: _____

Client Information:

Full Name: _____

Address: _____

Phone/Email: _____

Doula Information:

Full Name: _____

Address: _____

Phone/Email: _____

Services to be Provided:

The Doula agrees to provide continuous physical, emotional, and informational support to the Client during pregnancy, labor, birth, and the postpartum period as outlined in this agreement and in accordance with professional standards.

Payment Terms:

Total Fee: _____ USD

Deposit Amount (if any): _____ USD

Payment Schedule and Method: _____

Clause 1 – Scope of Services

The Doula shall provide non-medical support, including physical comfort measures, emotional encouragement, and evidence-based information to Client and Client's support persons. The Doula does not provide medical care, diagnosis, or treatment.

Clause 2 – Client Responsibilities

Client agrees to communicate openly with Doula, keep Doula informed of health conditions and circumstances, and make own decisions regarding care. Client acknowledges that Doula services complement but do not replace medical care.

Clause 3 – Term of Agreement

This Agreement commences upon execution and continues until postpartum services are completed or the Agreement is terminated as stated herein.

Clause 4 – Fees and Payment

Client agrees to pay the total fee as outlined, with the deposit due upon signing this Agreement to reserve Doula services. The balance is due prior to or at the time of birth or postpartum visit as agreed.

Clause 5 – Cancellation and Refund Policy

Client may cancel this Agreement at any time by providing written notice. The deposit is non-refundable except as provided below. Doula reserves the right to retain fees for services rendered. Refunds, if any, will be at Doula's

discretion.

Clause 6 – Limitations and Disclaimers

Doula's services do not include medical care and are not a substitute for professional medical advice, diagnosis, or treatment. Client agrees to seek medical care as needed.

Clause 7 – Liability

Doula shall not be liable for any act or omission in the performance of services except for gross negligence or willful misconduct. Client releases Doula from any liability arising from services provided under this Agreement.

Clause 8 – Confidentiality

Doula agrees to keep confidential all personal and medical information acquired during the provision of services, except as required by law or with Client's express consent.

Clause 9 – Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of laws principles.

Clause 10 – Dispute Resolution

Any disputes arising out of or relating to this Agreement shall be resolved first through good faith negotiation. If unresolved, parties agree to mediation prior to pursuing legal action.

Clause 11 – Severability

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

Clause 12 – Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior understandings or agreements.

Clause 13 – Amendments

No amendment to this Agreement shall be effective unless in writing and signed by both parties.

Clause 14 – Notices

All notices shall be in writing and delivered by hand, certified mail, overnight courier, or electronic means with confirmed receipt to the addresses listed above or as otherwise designated.

Clause 15 – Independent Contractor

Doula is an independent contractor and not an employee of Client. Nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship.

Clause 16 – Force Majeure

Neither party shall be liable for delays or failure to perform due to causes beyond their reasonable control including acts of God, war, or government regulations.

Clause 17 – Waiver

Failure to enforce any provision of this Agreement shall not constitute a waiver of future enforcement of that or any other provision.

Clause 18 – Counterparts

This Agreement may be executed in counterparts, each of which is deemed an original but all constitute one and the same instrument.

Clause 19 – Signature Authority

Each party represents that they have the authority to enter into this Agreement and bind the parties accordingly.

Clause 20 – Signatures

By signing below, the parties agree to all terms and conditions contained in this Agreement.

CLIENT'S SIGNATURE

DOULA'S SIGNATURE

Signature: _____

Signature: _____

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