

DOULA SERVICES AGREEMENT

This Doula Services Agreement (the "Agreement") is entered into between:

Client: _____

Doula: _____

Estimated Due Date: _____

Article 1: Scope of Services

The Doula agrees to provide emotional, informational, and physical support during pregnancy, labor, birth, and the immediate postpartum period. Services include:

- Providing continuous labor support, including comfort measures, relaxation techniques, positioning, and emotional reassurance.
- Facilitating communication with medical staff to help the Client make informed decisions.
- Offering evidence-based information on common interventions and procedures.
- Assisting with initial breastfeeding support immediately after birth.
- Conducting prenatal and postnatal consultations as specified in the selected service package.

Limitations of Services

- The Doula is not a medical professional and will not perform medical tasks such as fetal heart monitoring, vaginal exams, or prescribing medication.
- The Doula does not make medical decisions or speak on behalf of the Client but will encourage the Client to voice concerns and preferences.
- The Doula cannot guarantee any specific birth outcome.

Article 2: Fees and Payment

- **Total Fee:** \$ _____
- **Non-Refundable Retainer:** \$ _____ (due at contract signing to secure services)
- **Balance:** \$ _____ (due by the end of the 37th week of pregnancy)
- **Additional Services:** Any extra consultations, lactation support, or postpartum services will incur additional fees.
- **Late Payments:** Payments not made by the due date will incur a late fee of \$ _____.

Article 3: Availability and Backup Support

- The Doula will be on-call 24/7 from _____ to _____.

- If the Doula is unavailable due to illness, emergency, or unforeseen circumstances, a qualified backup Doula will be arranged.
- The Client is expected to notify the Doula when labor begins to allow for timely support.
- In the event of a rapid labor (birth occurring within one hour of contacting the Doula), the Doula will provide an additional 3 hours of postpartum support at no extra charge.

Article 4: Failure to Provide Services

- If the Doula fails to attend the birth due to her own error, the Client will receive a refund minus the retainer.
- If the Client fails to notify the Doula in time or chooses not to use Doula services, no refund will be given.
- If the Client plans a vaginal birth but requires an unplanned cesarean, the Doula will continue support as allowed by hospital policies. The full fee applies.
- If the Client has a scheduled cesarean, the Doula will provide support during surgery (if permitted) and offer an additional postpartum visit for the standard fee.

Article 5: Confidentiality

- The Doula will maintain confidentiality regarding all personal information shared by the Client.
- The Doula will not disclose any information to third parties without prior written consent, except as required by law.

Article 6: Limitation of Liability

- The Client acknowledges that the Doula provides emotional, physical, and informational support only and does not perform medical or clinical tasks.
- The Doula shall not be liable for complications, losses, or damages related to the childbirth process.
- The Client agrees to indemnify and hold the Doula harmless from any claims or liabilities arising from the Client's birth experience.

Article 7: Termination and Refunds

- **By Client:** The Client may terminate this Agreement in writing. If termination occurs more than two weeks before the due date, all payments except the retainer will be refunded. If termination occurs within two weeks of the due date, no refund will be issued.
- **By Doula:** The Doula may terminate the Agreement if the Client fails to make payments on time or breaches the contract. In such cases, no refund will be provided for services already rendered.

- **Force Majeure:** If unforeseen circumstances (natural disasters, pandemics, government actions) prevent the Doula from providing services, both parties will work to reschedule or modify the agreement.

Article 8: Governing Law and Dispute Resolution

- This Agreement shall be governed by the laws of the State of **California**.
- Any disputes shall be resolved through mediation before pursuing legal action.
- If any provision of this Agreement is found to be invalid, the remaining terms shall remain in effect.

Article 9: Amendments and Entire Agreement

- This Agreement constitutes the entire understanding between both parties and supersedes any prior agreements or discussions.
- Amendments must be made in writing and signed by both parties.

Signatures

By signing below, the Client and Doula acknowledge that they have read, understood, and agree to the terms of this Agreement.

Client Name: _____

Client Signature: _____

Date: _____

Doula Name: _____

Doula Signature: _____

Date: _____