

TARA HANEY Surrender Conditions

The parties hereto hereby agree to the following conditions as part of and a condition of the surrender of the child, **MARY GATES (d.o.b. 11/1/2019)** and the commitment of the Guardianship of the person and the custody of the child in foster care to the Schenectady County Department of Social Services (The "Department") pursuant to Social Services Law Section 383-c.

First: **MARY GATES (d.o.b. 11/1/2019)** is hereby surrendered by the birth mother, **TARA HANEY (d.o.b. 10/29/1999)** to the Department, thereby committing the Guardianship of the person and the custody of the child in foster care to the Department.

Second **TARA HANEY (d.o.b. 10/29/1999)** shall be entitled to four (4) in person visits or virtual visits per year with the child, **MARY GATES (d.o.b. 11/1/2019)**, and two (2) pictures and two (2) letters per year of the child, **MARY GATES (d.o.b. 11/1/2019)**. The birth mother, **TARA HANEY (d.o.b. 10/29/1999)** shall submit her requests for the four (4) in person or virtual visits in the months of December, March, June and September and she shall receive her visits the following months, in the months of January, April, July and October. The birth mother, **TARA HANEY (d.o.b. 10/29/1999)** in her written request shall indicate if she is requesting a virtual or in person visit. The birth mother, **TARA HANEY (d.o.b. 10/29/1999)** shall submit her requests for the two (2) letter and two (2) pictures per year in the months of December and June and she shall receive the letters and pictures during the months of January and July either during an in person visit or by mail/electronic mail (email). Said written requests shall be mailed to a P.O. Box or address that the foster/adoptive parent shall provide to **TARA HANEY (d.o.b. 10/29/1999)** or may be sent via electronic mail (email) to an electronic mail (email) address that the foster/adoptive parent may provide to **TARA HANEY (d.o.b. 10/29/1999)** The foster/adoptive parents shall keep **TARA HANEY (d.o.b. 10/29/1999)** informed of any changes in their address, P.O. Box, electronic mail (email) address or cellular phone number by informing her of such change at his last known address. All visits shall occur in the county in which the foster/adoptive parents are residing.

Should TARA HANEY (d.o.b. 10/29/1999) fail to request or attend any two (2) visits or any two (2) letters and pictures on any two (2) occasions in the manner described above she shall forever forfeit her right to receive visits, pictures, and letters of the child, MARY GATES (d.o.b. 11/1/2019). Any of the following actions shall count as a missed visit: failing to request her visit in a timely manner for any reason at the time of a visit. Being hospitalized or incarcerated at the time of a visit shall not constitute a missed visit.

TARA HANEY (d.o.b. 10/29/1999) shall not in any way display any photos or letters on the internet, including on social media, or in any other way publish or reproduce photographs or letters of the child, **MARY GATES (d.o.b. 11/1/2019)**. Any reproduction or publication of any photographs or letters of the child by electronic, paper or other media, including social media, is strictly prohibited and will render the terms and conditions of this surrender null and void.

Third: This agreement shall survive the adoption of the child and shall be governed by the laws of New York State.

Fourth: This constitutes the entire agreement between the birth mother **TARA HANEY (d.o.b. 10/29/1999)** and the Department.