

Name _____

Law Firm (if applicable) _____

Mailing Address _____

City, State, Zip Code _____

Telephone and Fax Number (if any) _____

Email Address _____

Self-Represented Party

Attorney for
Attorney# _____

STATE OF HAWAI'I, FAMILY COURT

CASE NO.: _____

PETITION TO DETERMINE PARENTAL
RELATIONSHIP

Petitioner(s),

vs,

and CHILD SUPPORT ENFORCEMENT
AGENCY, STATE OF HAWAI'I,

Respondent(s).

PETITION TO DETERMINE PARENTAL RELATIONSHIP

Comes now Petitioner(s), _____,
(Petitioner(s) Name(s))

(hereinafter Petitioner(s)), seek(s) to establish a parental relationship based upon a Surrogacy Agreement. Petitioner(s) is/are intended parent(s) surrogate and/or surrogate's spouse. Upon information and belief, Petitioner(s) alleges the following:

1. THE PARTIES TO THIS ACTION ARE: (Check all that apply)

1A. SURROGATE:

Name: _____

Also Known As: _____

Resident of: City: _____ State: _____

1B. SURROGATE'S SPOUSE:

Name: _____

Also Known As: _____

Resident of: City: _____ State: _____

1C. ALLEGED GENETIC PARENT

Name: _____

Also Known As: _____

Resident of: City: _____ State: _____

1D. INTENDED PARENT (1)

Name: _____

Also Known As: _____

Resident of: City: _____ State: _____

1E. INTENDED PARENT (2)

Name: _____

Also Known As: _____

Resident of: City: _____ State: _____

2. PETITIONER(S) CLAIMS ABOUT THE SURROGACY AGREEMENT:

A. The agreement and its process meets ALL of the following requirements of HRS Chapter 584A, and should be enforced.

- (1) All of the parties involved in this matter are over the age of 21 years.
- (2) The Surrogate has previously given birth to at least one child.
- (3) The Surrogate was evaluated by a licensed medical doctor.
- (4) The Surrogate completed a mental health evaluation by a licensed mental health professional.
- (5) The Intended Parents covered all reasonable legal, medical, and ancillary expenses.
- (6) The agreement includes the date or dates of execution.
- (7) The agreement includes the identity of the person or persons from whom gametes originated, or if donated gametes were used, specifies whether the donated gamete or gametes were eggs, sperm, embryos, or all three.
- (8) The agreement includes the identity of the intended parent or parents.
- (9) Before executing the written agreement, both parties were represented by separate independent licensed attorneys of their choosing.
- (10) The Intended Parents paid for the Surrogate's and/or Surrogate's Spouse's legal counsel to review the surrogacy agreement.
- (11) The Surrogate and/or the Surrogate's Spouse waive all claims to parentage of the child(ren) covered by the surrogacy agreement.
- (12) All parties were aware of their right to terminate the surrogacy agreement.
- (13) All parties to this action are also parties to the surrogacy agreement.
- (14) All parties' signatures on the agreement have been notarized or witnessed by an equivalent method of affirmation.
- (15) The agreement was fully executed before a medical procedure, including the taking of medication, occurred related to the surrogacy agreement, other than the medical evaluation and mental health consultation.
- (16) All parties received a fully executed copy of the surrogacy agreement.

- B. The agreement meets all of the requirements of HRS Chapter 584A, but it should not be enforced. (Attached declaration specifies why the court should not enforce the terms of the Surrogacy Agreement.)
- C. The Surrogacy Agreement does not meet all the requirements of HRS Chapter 584A, but it should still be enforced.
 - (1) Attach a declaration to identify the specific requirement or requirements that the Surrogacy Agreement fails to meet; and
 - (2) Submit sufficient proof to show that the Surrogacy Agreement establishes the parental relationship of the intended parents and rebuts the presumption of a parental relationship of the surrogate even though the requirement is not met.

3. **FILING OF SURROGACY AGREEMENT.**

A true and correct copy of the notarized Surrogacy Agreement is being filed with the court.

- The Surrogacy Agreement is not written in English. A true and correct copy of the English translation of the notarized agreement (certified under oath by a qualified interpreter) is also being filed with the court.

4. CHILD OR CHILDREN.

The child(ren) conceived under the terms of the Surrogacy Agreement has not yet been born.
Number of unborn children, if known: _____
Expected date of delivery: _____
Expected place of birth: _____

The child(ren) conceived under the terms of the Surrogacy Agreement has been born:

A. Child's Full Name: _____

Male Female Birthdate: _____ Birth Place: _____

B. Child's Full Name: _____

Male Female Birthdate: _____ Birth Place: _____

C. Child's Full Name: _____

Male Female Birthdate: _____ Birth Place: _____

D. Child's Full Name: _____

Male Female Birthdate: _____ Birth Place: _____

5. JURISDICTION AND VENUE:

The court has jurisdiction under HRS Chapter 584A based on:

A. one or more of the parties to the Surrogacy Agreement live in the state and circuit.

B. one or more of the parties lived in the state and circuit when the Surrogacy Agreement was executed.

C. the medical procedures leading to conception, including, but not limited to, medical evaluation, medical procedure, and/or mental health evaluation were carried out in the state and circuit.

D. the child(ren) was/were born is/are anticipated to be born in the state and circuit.

6. OTHER INFORMATION:

PETITIONER REQUESTS THAT THE COURT ENTER THE FOLLOWING ORDERS:

1. **PARENTAGE:** _____
(Full Name of Alleged/Intended Parent(s))
be adjudged the legal parent(s) of the child(ren).

That _____
(Full name of Surrogate and Spouse, if any)
be excluded as the legal parent(s) of the child(ren).

2. **OTHER RELIEF**

CERTIFICATION:

I hereby declare under the penalty of law that the foregoing is true and correct.

DATED: _____, Hawai'i, _____
(City) (Date)

(Petitioner(s) signature(s))

(Petitioner(s) Print Name(s))