

***Newborn Insurance Search***

- **Expected Delivery Date:**
- Or
- **Date of Birth:**
  
- **Name of Delivery Hospital:**
  
- **Address of Delivery Hospital:**
  
- **Name of Obstetrician:**
  
- **Parents' Full Names:**
  - **Parent 1:**
  - **Parent 2:**
  
- **Address:**
  
  
- **Parents' Contact Phone Number:**
  - **Parent 1:**
  - **Parent 2:**
  
- **Parents' Email Address:**
  - **Parent 1:**
  - **Parent 2:**
  
- **Please list if singleton or twins:**

## ***Newborn Health Insurance Search Services Agreement***

ArcLight Insurance Services, Inc. (“ArcLight”) shall provide the newborn health insurance search services to \_\_\_\_\_ (“Client”) beginning \_\_\_\_\_ (the “Effective Date”), subject to these Terms and Conditions (the “Agreement”):

1. ArcLight shall conduct a search on behalf of Client in an effort to locate one or more newborn-compatible health insurance policies offering coverage for non-resident individuals (the “Services”). The Services shall be limited to: 1) locating one or more compatible insurance policies, 2) determining if such policy(ies) are accepted at Client’s delivery hospital, and 3) if not accepted, identifying other nearby hospitals that do accept such policy(ies). ArcLight shall not be required to provide any service to the extent the performance of such service becomes impracticable and shall not be held liable for any delays due to a force majeure event or any event outside of ArcLight’s control.
2. A fee of **\$250** shall be due and payable by Client on the Effective Date for the Services of ArcLight and is non-refundable in all cases.
3. Client represents and warrants that all information provided to ArcLight is complete and accurate. Client shall provide authorization to ArcLight as needed for ArcLight to effectively provide the Services hereunder, including providing the necessary written or verbal authorizations to allow ArcLight to act on behalf of the Client in connection with the Services.
4. Client understands and acknowledges that the Services do NOT constitute the offering or provision of an insurance policy. Client specifically acknowledges and agrees that ArcLight only identifies and collects information related to potential insurance policies of Client. Neither ArcLight nor any of its affiliates or authorized delegees represent themselves as insurance providers or in any manner interfere with or participate in the insurance company-Client relationship. All insurance and delivery hospital decisions shall be made by Client and neither ArcLight, nor any of its affiliates or authorized delegees shall be held responsible for any insurance obtained, or the failure or inadequacy of any insurance coverage to be provided to Client. The selection of an insurance policy or delivery hospital is at the Client’s sole discretion, and is not based upon the credentialing or any recommendation by ArcLight or any of its affiliates or authorized delegees. ArcLight is not responsible for limitations on the effectiveness of the Services or their effect, or lack of effect, on the insurance policy or coverage of Client.
5. It is the express intention of the parties that ArcLight is an independent contractor and not an employee, agent, joint venturer or partner of Client.
6. Client acknowledges and agrees that ArcLight may subcontract with other persons or entities, including entities related to ArcLight by ownership or control, to perform any part or all of the Services required of ArcLight hereunder. Any such subcontracting by ArcLight shall not affect the rights and obligations of the parties hereunder.
7. For purposes of this Agreement, “Confidential Information” means any information, software, material, data or business, financial, operational, customer and other information disclosed to one party by the other, in each case solely to the extent such information is not generally known by or disclosed to the public. Confidential Information shall include, without limitation, the terms of this Agreement. The party receiving Confidential Information shall hold such Confidential Information in strict confidence and shall

exercise the same degree of care it uses with respect to its own Confidential Information, and in no event less than a reasonable degree of care.

- 8. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written.
- 9. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 10. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CLIENT ACKNOWLEDGES AND AGREES THE SERVICES PROVIDED AND MATERIALS PRODUCED UNDER THE TERMS OF THIS AGREEMENT ARE PROVIDED TO CLIENT "AS IS," THAT IS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND IN PARTICULAR, DOES NOT MAKE ANY IMPLIED WARRANTY OF MERCHANTABILITY OF FITNESS OR FOR A PARTICULAR PURPOSE. ArcLight's liability, including, but not limited to, any of Client's claims of contributions and indemnification related to third party claims arising out of the Services rendered by ArcLight, and for any losses, injury, or damages to persons or properties or work performed arising out or in connection with this Agreement and for any other claim, shall be limited to the payments actually received by ArcLight from Client for the Services rendered to Client hereunder.
- 11. To the fullest extent permitted by law, Client shall indemnify ArcLight and each of its members, managers, officers, employees and agents, and hold each of them harmless, from and against any and all claims, demands, liabilities, damages and expenses arising out of or resulting from any intentional act, gross malfeasance or misfeasance, or negligence (either by act or omission) by Client or anyone for whose acts Client may be liable.

Accordingly, Client and ArcLight hereby sign this Agreement to be effective on Effective Date.

"CLIENT"

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

"ArcLight"

ARC LIGHT INSURANCE SERVICES, INC.,  
a California corporation

By:



Name: Page Tofighi

Title: President / CEO