

## CHILD CUSTODY AGREEMENT

This Child Custody Agreement (the "Agreement") is entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

**Parent A:** \_\_\_\_\_, residing at \_\_\_\_\_ ("Parent A"),

AND

**Parent B:** \_\_\_\_\_, residing at \_\_\_\_\_ ("Parent B").

Parent A and Parent B may collectively be referred to as the "Parties" or "Parents."

### RECITALS

WHEREAS, the Parties are the parents or legal guardians of the minor child(ren) listed below (the "Child" or "Children"); and

WHEREAS, the Parties desire to enter into this Agreement to settle all matters regarding the custody, care, and visitation of the Child(ren); and

WHEREAS, the Parties agree that the terms of this Agreement are in the best interests of the Child(ren).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

## **I. THE CHILDREN**

This Agreement applies to the following Child(ren):

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_

## **II. LEGAL CUSTODY**

Legal custody refers to the right and responsibility to make major decisions regarding the Child's health, education, and welfare.

The Parties agree to the following arrangement regarding Legal Custody (Check One):

☐ **Joint Legal Custody.** The Parties shall share joint legal custody. Both parents shall share the right and responsibility to make decisions regarding the health, education, and welfare of the Child. The Parties shall consult with each other in good faith to reach a mutual agreement on major decisions.

☐ **Sole Legal Custody.** \_\_\_\_\_ (Parent Name) shall have sole legal custody and shall have the primary right and responsibility to make major decisions regarding the Child's health, education, and welfare.

**Major Decisions.** Major decisions include, but are not limited to:

1. Enrollment or termination in a particular school or educational program;
2. Commencement or termination of psychiatric, psychological, or other mental health counseling or therapy;
3. Participation in religious activities or institutions;
4. Non-emergency medical, dental, or orthodontic treatment and elective surgery.

### **III. PHYSICAL CUSTODY**

Physical custody refers to the residential schedule and where the Child resides.

The Parties agree to the following arrangement regarding Physical Custody (Check One):

☐ **Joint Physical Custody.** The Child shall reside with both parents according to the schedule set forth in Section IV. Both parents are considered custodial parents.

☐ **Sole Physical Custody with Visitation.** The Child shall reside primarily with \_\_\_\_\_ (the "Custodial Parent"). The other parent (the "Non-Custodial Parent") shall have visitation rights as set forth in Section IV.

### **IV. PARENTING TIME AND VISITATION SCHEDULE**

The Parties agree to the following parenting time schedule:

#### **A. Regular Schedule**

The Child shall be with Parent A on the following days/times:

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The Child shall be with Parent B on the following days/times:

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## **B. Holidays and Special Occasions**

The Parties agree to the following schedule for holidays (Check One):

☐ **As Mutually Agreed.** The Parties shall agree upon a holiday schedule in writing at least \_\_\_\_\_ days in advance of the holiday.

☐ **Specific Schedule.** The Parties shall follow the schedule below (indicate Parent A or Parent B):

\* **Spring Break:** Even Years: \_\_\_\_\_ Odd Years: \_\_\_\_\_

\* **Thanksgiving:** Even Years: \_\_\_\_\_ Odd Years: \_\_\_\_\_

\* **Winter Break (1st Half):** Even Years: \_\_\_\_\_ Odd

Years: \_\_\_\_\_

\* **Winter Break (2nd Half):** Even Years: \_\_\_\_\_ Odd

Years: \_\_\_\_\_

\* **Child's Birthday:** Even Years: \_\_\_\_\_ Odd Years:

\_\_\_\_\_

\* **Father's Day:** Shall be spent with the Father.

\* **Mother's Day:** Shall be spent with the Mother.

### **C. Vacation**

Each parent shall be entitled to \_\_\_\_\_ weeks of uninterrupted vacation time with the Child each year. The traveling parent must provide the other parent with at least \_\_\_\_\_ days' written notice prior to the travel dates, including itinerary and contact information.

### **V. TRANSPORTATION AND EXCHANGES**

Unless otherwise agreed, the exchange of the Child shall take place as follows:

**Drop-off Location:**

\_\_\_\_\_

**Pick-up Location:**

\_\_\_\_\_

Responsibility for transportation shall be allocated as follows (Check One):

☐ The receiving parent shall be responsible for picking up the Child.

☐ The parent surrendering the Child shall be responsible for dropping off the Child.

☐ Other: \_\_\_\_\_

## **VI. RELOCATION**

Neither parent shall move the permanent residence of the Child more than \_\_\_\_\_ miles from their current residence without the prior written consent of the other parent or a court order.

## **VII. FINANCIAL SUPPORT**

### **A. Child Support**

The Parties agree that Child Support shall be paid as follows (Check One):

☐ **State Guidelines.** Child support shall be paid in accordance with the current state guidelines of the State of \_\_\_\_\_.

☐ **Agreed Amount.** Parent \_\_\_\_\_ shall pay the sum of \$ \_\_\_\_\_ per month to Parent \_\_\_\_\_ for the support of the Child. Payments shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

☐ **No Support.** No child support shall be paid by either party at this time, subject to future modification based on changed circumstances.

### **B. Medical Insurance and Expenses**

Parent \_\_\_\_\_ shall maintain health insurance coverage for the Child. Unreimbursed medical, dental, and vision expenses shall be split as follows:

Parent A: \_\_\_\_\_ %

Parent B: \_\_\_\_\_ %

### **C. Tax Exemptions**

The Parties shall claim the Child as a dependent for tax purposes as follows:

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## **VIII. GENERAL PROVISIONS**

### **A. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of

\_\_\_\_\_ .

### **B. Dispute Resolution**

In the event of a dispute regarding this Agreement, the Parties agree to attempt mediation before seeking court intervention, unless there is an immediate threat to the safety of the Child.

### **C. Modification**

This Agreement may be modified or amended only by a written instrument signed by both Parties.

### **D. Severability**

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.

### **E. Entire Agreement**

This Agreement contains the entire agreement between the Parties regarding the subject matter

herein and supersedes all prior agreements and understandings, whether written or oral.

## **IX. SIGNATURES**

**IN WITNESS WHEREOF**, the Parties have executed this Child Custody Agreement on the dates set forth below.

**Parent A Signature:** \_\_\_\_\_

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

**Parent B Signature:** \_\_\_\_\_

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

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## **NOTARY ACKNOWLEDGMENT\*\***

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me,

\_\_\_\_\_ (Name of Notary), personally appeared

\_\_\_\_\_ and \_\_\_\_\_ ,

known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.



WITNESS my hand and official seal.

Signature of Notary Public: \_\_\_\_\_

(Seal)

My Commission Expires: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_