

CHILD CUSTODY AGREEMENT

This Child Custody Agreement ("Agreement") is made and entered into on this

_____ day of _____ ,
20__, by and between:

Parent 1: Name: _____ Address:
_____ City, State, ZIP:

Parent 2: Name: _____ Address:
_____ City, State, ZIP:

Hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties are the parents of the following minor child(ren) ("Child(ren)"):

Child 1: Name: _____ Date of Birth:

Child 2: Name: _____ Date of Birth:

(Additional children can be listed as necessary)

WHEREAS, the Parties desire to establish a comprehensive agreement regarding the custody, care, and upbringing of their Child(ren) following their separation or divorce.

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

1. DEFINITIONS

- a. "Custody" refers to both legal and physical custody of the Child(ren).
- b. "Legal Custody" refers to the right to make major decisions regarding the Child(ren)'s welfare, including education, health care, and religious upbringing.
- c. "Physical Custody" refers to the actual physical care and supervision of the Child(ren).
- d. "Visitation" refers to the scheduled time the non-custodial parent spends with the Child(ren).

2. LEGAL CUSTODY

The Parties agree to share joint legal custody of the Child(ren). Both Parties shall have equal rights and responsibilities in making major decisions concerning the Child(ren)'s welfare. Each Party agrees to consult with the other on significant matters affecting the Child(ren).

3. PHYSICAL CUSTODY

- a. Primary Physical Custody: _____ shall have primary physical custody of the Child(ren).
- b. Visitation Schedule: _____ shall have visitation rights as follows:
 - Weekdays: _____
 - Weekends: _____
 - Holidays: _____
 - Summer Vacations: _____

c. The Parties agree to be flexible and cooperative in adjusting the visitation schedule as needed to accommodate the best interests of the Child(ren).

4. CHILD SUPPORT

The Parties agree that child support shall be determined in accordance with the guidelines of the state of _____. Parent 1/Parent 2 (circle one) shall pay child support in the amount of \$ _____ per month, due on the _____ day of each month. The Parties agree to exchange financial information annually to ensure the child support amount remains fair and in accordance with state guidelines.

5. MODIFICATION

This Agreement may be modified only by a written agreement signed by both Parties or by an order of a court of competent jurisdiction. Any proposed modifications shall be discussed in good faith and with the best interests of the Child(ren) as the primary consideration.

6. TERMINATION

This Agreement shall remain in effect until the Child(ren) reach the age of majority, are emancipated, or until further order of the court. Termination of this Agreement does not affect any obligations that have accrued prior to termination.

7. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state of _____. The Parties consent to the jurisdiction of the courts in the state of _____ for any disputes arising under this Agreement.

8. SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. The Parties agree to negotiate in good faith to

replace any invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral.

10. NOTICE

Any notice required or permitted to be given under this Agreement shall be in writing and sent to the Parties at their respective addresses set forth above. Notices shall be deemed given when delivered personally, sent by certified mail, return receipt requested, or sent by a recognized overnight delivery service.

11. DEFAULT AND REMEDIES

In the event of a default under this Agreement, the non-defaulting Party shall have the right to seek enforcement of the Agreement through the court system. The defaulting Party shall be responsible for any legal fees and costs incurred by the non-defaulting Party in enforcing the Agreement.

12. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

Parent 1 Signature: _____ Date:

Parent 1 Printed Name: _____

Parent 2 Signature: _____ Date:

Parent 2 Printed Name: _____

WITNESS

Witness Signature: _____ Date:

Witness Printed Name: _____

NOTARY PUBLIC

State of _____

County of _____

Subscribed and sworn to before me on this _____ day of
_____, 20__, by Parent 1 and Parent 2.

Notary Public Signature: _____

Notary Public Printed Name: _____

My Commission Expires: _____