

CHILD SUPPORT AND CUSTODY AGREEMENT

This CHILD SUPPORT AND CUSTODY AGREEMENT ("Agreement") is entered into on this _____ day of _____, 20_____, by and between:

I. PARTIES

Parent 1: _____

Street Address: _____

Unit Number (if applicable): _____

City: _____

State: _____

Zip Code: _____

Phone: _____

Email: _____

(hereinafter referred to as "Parent 1")

AND

Parent 2: _____

Street Address: _____

Unit Number (if applicable): _____

City: _____

State: _____

Zip Code: _____

Phone: _____

Email: _____

(hereinafter referred to as "Parent 2")

Parent 1 and Parent 2 may be collectively referred to herein as the "Parents" and individually as a "Parent."

II. RECITALS

WHEREAS, Parent 1 and Parent 2 are the natural parents or legal guardians of the minor child(ren) identified below; and

WHEREAS, Parent 1 and Parent 2 are separated, divorced, or otherwise not living together and desire to establish a comprehensive agreement regarding the legal and physical custody, care, and financial support of their minor child(ren); and

WHEREAS, the Parents desire to set forth their respective rights and responsibilities concerning the child(ren) in a manner that promotes the child(ren)'s best interests and welfare; and

WHEREAS, the Parents have made full and fair disclosure to each other of all relevant financial information and have had the opportunity to seek independent legal advice regarding the terms and conditions of this Agreement; and

WHEREAS, the Parents intend for this Agreement to be a legally binding contract that shall be submitted to a court of competent jurisdiction for approval and incorporation into a final order or judgment concerning the child(ren).

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parents agree as follows:

III. DEFINITIONS

- a. **Child(ren):** Refers to the minor child(ren) identified in Section IV of this Agreement.
- b. **Custodial Parent:** Refers to the Parent with whom the Child(ren) primarily reside and who receives child support payments.
- c. **Non-Custodial Parent:** Refers to the Parent who pays child support and has parenting time with the Child(ren) but with whom the Child(ren) do not primarily reside.
- d. **Parenting Time:** Refers to the time each Parent spends with the Child(ren), including visitation.
- e. **Legal Custody:** Refers to the right and responsibility to make decisions about the Child(ren)'s upbringing, including education, healthcare, and religious training.
- f. **Physical Custody:** Refers to where the Child(ren) live on a day-to-day basis.
- g. **Child Support:** Refers to the financial payments made by one Parent to the other for the care and maintenance of the Child(ren).

IV. CHILD(REN) IDENTIFICATION

The Parents are the natural parents or legal guardians of the following minor child(ren):

Child 1 Full Name: _____

Date of Birth: _____ day of _____, 20 _____

Child 2 Full Name: _____

Date of Birth: _____ day of _____, 20 _____

Child 3 Full Name: _____

Date of Birth: _____ day of _____, 20 _____

(Add additional lines as necessary for more children)

V. CUSTODY AND PARENTING TIME

a. Legal Custody:

The Parents shall have Joint Legal Custody / Sole Legal Custody.

If Sole Legal Custody, Parent 1 shall have sole legal custody / Parent 2 shall have sole legal custody.

If Joint Legal Custody, the Parents shall share equally in the right and responsibility to make decisions regarding the health, education, and welfare of the Child(ren). In the event of a disagreement, the Parents shall:

b. Physical Custody and Primary Residence:

The primary physical residence of the Child(ren) shall be with Parent 1 / Parent 2.

The Parents shall share physical custody of the Child(ren) according to the following schedule:

(Specify detailed weekly/bi-weekly schedule, including pick-up/drop-off times and locations.)

c. Holidays, Vacations, and Special Occasions:

The Parents shall share holidays, vacations, and special occasions with the Child(ren) as

follows:

(Specify detailed schedule for major holidays, school breaks, birthdays, Mother's Day, Father's Day, etc. If not specified, a rotating schedule will be implied.)

d. Communication Between Parents:

The Parents agree to communicate respectfully and cooperatively regarding the Child(ren)'s welfare. All significant decisions regarding the Child(ren)'s health, education, and general welfare shall be discussed and agreed upon by both Parents.

The preferred method of communication shall be: _____ .

e. Relocation:

Neither Parent shall relocate the Child(ren)'s primary residence more than _____ miles from the current residence without providing at least _____ days' written notice to the other Parent. Such notice shall include the new address and contact information. If the non-relocating Parent objects to the relocation, the Parents shall attempt to resolve the dispute through mediation before seeking court intervention.

VI. CHILD SUPPORT

a. Basic Child Support Obligation:

Parent 1 / Parent 2 (hereinafter the "Non-Custodial Parent") shall pay to Parent 1 / Parent 2 (hereinafter the "Custodial Parent") the sum of \$ _____ per month as basic child support for the Child(ren).

These payments shall commence on the _____ day of _____, 20_____, and

shall be paid on the _____ day of each month thereafter.

Payments shall be made by: _____

(e.g., direct deposit, check, through state child support agency)

b. Duration of Child Support:

Child support payments shall continue for each Child until such Child reaches the age of _____ years, graduates from high school, or becomes emancipated, whichever occurs first, unless otherwise ordered by a court of competent jurisdiction or agreed upon in writing by both Parents.

c. Health Insurance:

Parent 1 / Parent 2 shall maintain health insurance coverage for the Child(ren) through their employer or other available means. The cost of the Child(ren)'s health insurance premiums shall be paid by Parent 1 / Parent 2.

Proof of current health insurance coverage shall be provided to the other Parent annually or upon request.

d. Unreimbursed Medical, Dental, and Vision Expenses:

All reasonable and necessary unreimbursed medical, dental, vision, prescription, and psychological/psychiatric expenses for the Child(ren) not covered by insurance shall be shared by the Parents as follows:

Parent 1 shall pay _____ percent (_____ %) and
Parent 2 shall pay _____ percent (_____ %).

The Parent incurring the expense shall provide the other Parent with an itemized statement and proof of payment within _____ days of incurring the expense. The other Parent shall reimburse their share within _____ days of receiving such notice.

e. Childcare Expenses:

Work-related childcare expenses incurred for the Child(ren) shall be shared by the Parents as follows:

Parent 1 shall pay _____ percent (_____ %) and
Parent 2 shall pay _____ percent (_____ %).

The Parent incurring the expense shall provide the other Parent with an itemized statement and proof of payment within _____ days of incurring the expense. The other Parent shall reimburse their share within _____ days of receiving such notice.

f. Educational Expenses:

The Parents agree to share the costs of the Child(ren)'s educational expenses (e.g., tuition, books, fees for private school, college, or vocational training) as follows:

Parent 1 shall pay _____ percent (_____ %) and
Parent 2 shall pay _____ percent (_____ %).

Decisions regarding such expenses shall be made jointly by the Parents.

g. Extracurricular Activities:

The Parents agree to share the costs of the Child(ren)'s reasonable and mutually agreed-upon extracurricular activities (e.g., sports, music lessons, clubs) as follows:

Parent 1 shall pay _____ percent (_____ %) and
Parent 2 shall pay _____ percent (_____ %).

Decisions regarding participation in such activities and associated costs shall be made jointly by the Parents.

h. Tax Exemptions:

The Parents agree that the right to claim the Child(ren) as dependents for federal and state income tax purposes shall be allocated as follows:

Parent 1 shall claim: _____

Parent 2 shall claim: _____

(e.g., "Child 1 every year," "Child 2 in even years and Child 3 in odd years," "alternating years for all children")

The Parent not claiming the Child(ren) shall execute any necessary IRS Form 8332 or equivalent document upon request.

VII. FINANCIAL DISCLOSURE

Each Parent acknowledges that they have made a full and fair disclosure of their financial circumstances to the other Parent, including income, assets, and liabilities, and that they have entered into this Agreement freely and voluntarily based on such disclosure.

VIII. MODIFICATION OF AGREEMENT

This Agreement may be modified only by a written instrument signed by both Parents and approved by a court of competent jurisdiction. Any modification must be in the best interests of the Child(ren).

IX. DISPUTE RESOLUTION

In the event of any dispute or disagreement arising out of or relating to this Agreement, the Parents agree to first attempt to resolve the dispute through mediation with a mutually agreed-upon mediator. The costs of mediation shall be shared equally by the Parents. If mediation is unsuccessful, either Parent may seek resolution through a court of competent jurisdiction.

X. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of _____, without regard to its conflict of laws principles.

XI. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

XII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parents with respect to the subject matter hereof and supersedes all prior discussions, negotiations, and agreements, whether oral or written, between the Parents relating to the Child(ren)'s custody and support.

XIII. NOTICES

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, sent by certified or registered mail, return receipt requested, or sent by reputable overnight courier service, to the addresses of the Parents set forth in Section I of this Agreement, or to such other address as either Parent may designate by written notice to the other.

XIV. WAIVER

No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the Parent against whom the waiver is asserted. The failure of either Parent to enforce any provision of this Agreement shall not be construed as a waiver of that provision or of the right to enforce that provision at a later time.

XV. HEADINGS

The headings of the sections and subsections of this Agreement are for convenience only and shall not affect the interpretation or construction of any of its provisions.

XVI. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the Parents and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.

XVII. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

XVIII. VOLUNTARY AGREEMENT

Each Parent acknowledges that they have read this Agreement in its entirety, understand its terms, and have entered into it freely and voluntarily, without coercion or undue influence.

XIX. ACKNOWLEDGMENT OF LEGAL ADVICE

Each Parent acknowledges that they have had the opportunity to consult with independent legal counsel of their choosing regarding the terms and implications of this Agreement, or has knowingly and voluntarily waived such opportunity.

XX. EXECUTION

IN WITNESS WHEREOF, the Parents have executed this Agreement on the date first written above.

PARENT 1

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____

PARENT 2

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____

WITNESSES:

The undersigned witnesses attest that they were present and observed the signing of this Agreement by Parent 1 and Parent 2, and that the Parents appeared to execute this Agreement freely and voluntarily.

Witness 1:

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____

Witness 2:

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____

NOTARY PUBLIC ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20 _____, before me, a Notary Public in and for said County and State, personally appeared _____ (Parent 1 Name) and _____ (Parent 2 Name), known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public Signature: _____

Print Name: _____

My Commission Expires: _____ day of _____, 20 _____

(SEAL)