

NESTING AGREEMENT

This Nesting Agreement ("Agreement") is entered into on this _____ day of _____, 20_____, by and between:

Parent 1:

Print Name: _____

Street Address: _____

City: _____

State: _____

Zip Code: _____

Phone: _____

Email: _____

and

Parent 2:

Print Name: _____

Street Address: _____

City: _____

State: _____

Zip Code: _____

Phone: _____

Email: _____

(Hereinafter collectively referred to as "Parents" and individually as "Parent").

RECITALS

WHEREAS, the Parents are the natural/adoptive parents and legal guardians of the following minor child(ren) (hereinafter "Children"):

1. Name: _____ Date of Birth: _____

2. Name: _____ Date of Birth: _____

3. Name: _____ Date of Birth: _____

4. Name: _____ Date of Birth: _____

WHEREAS, the Parents have separated or divorced and desire to establish a stable and consistent living environment for the Children;

WHEREAS, the Parents agree that it is in the best interests of the Children to maintain residency in a single primary home ("Nesting Residence") while the Parents alternate their physical presence in the Nesting Residence;

WHEREAS, the Parents wish to define their respective responsibilities, schedules, and rules regarding the Nesting Residence and the care of the Children within this arrangement;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parents agree as follows: I. NESTING RESIDENCE

a. **Address:** The Nesting Residence for the Children shall be located at:

Street Address: _____

City: _____

State: _____

Zip Code: _____

b. **Ownership/Lease:** The Nesting Residence is currently:

Owned by Parent 1

Owned by Parent 2

Jointly Owned by Parent 1 and Parent 2

Leased by Parent 1

Leased by Parent 2

Jointly Leased by Parent 1 and Parent 2

c. **Responsibility for Housing Costs:** The Parents agree to share the costs associated with the Nesting Residence as follows:

i. **Mortgage/Rent:** The monthly mortgage payment/rent of \$ _____ shall be paid by:

Parent 1: _____ % Parent 2: _____ %

Parent 1 solely

Parent 2 solely

ii. **Property Taxes/Homeowner's Insurance (if applicable):** These costs shall be shared:

- Parent 1: _____ % Parent 2: _____ %
- Parent 1 solely
- Parent 2 solely

iii. **Utilities:** All utility costs (e.g., electricity, gas, water, internet, cable) shall be shared:

- Parent 1: _____ % Parent 2: _____ %
- Parent 1 solely
- Parent 2 solely

II. PARENTING SCHEDULE AND RESIDENCY ROTATION

a. **Primary Parenting Schedule:** The Parents shall adhere to the following schedule for alternating residency in the Nesting Residence:

(Example: Parent 1 resides in the Nesting Residence with the Children from Monday morning to Friday morning, and Parent 2 resides in the Nesting Residence with the Children from Friday morning to Monday morning. The off-duty Parent shall reside elsewhere during their non-residency period.)

b. **Transition Times:** Transitions between Parents at the Nesting Residence shall occur at:

Time: _____ on _____ (Day of Week).

The Parents shall ensure that transitions are smooth and minimize disruption to the Children.

c. **Off-Duty Parent's Residence:** During their non-residency periods, each Parent shall reside at their separate, designated residence. The Parents agree not to interfere with the other Parent's time in the Nesting Residence.

d. **Holidays and Vacations:** A separate holiday and vacation schedule shall be agreed upon by the Parents, or if one exists, it shall be incorporated by reference into this Agreement. In the absence of a separate agreement, the Parents shall communicate and agree upon holiday and vacation schedules at least sixty (60) days in advance.

III. FINANCIAL RESPONSIBILITIES

a. **Children's Expenses:** All expenses directly related to the Children (e.g., food, clothing, school supplies, extracurricular activities, medical co-pays not covered by insurance) shall be shared:

- Parent 1: _____ % Parent 2: _____ %

- Parent 1 solely
- Parent 2 solely

b. **Household Supplies:** Costs for general household supplies (e.g., cleaning supplies, toiletries, basic pantry items) for the Nesting Residence shall be shared:

- Parent 1: _____ % Parent 2: _____ %
- Parent 1 solely
- Parent 2 solely

c. **Joint Account:** The Parents shall establish a joint bank account for the purpose of paying shared expenses related to the Nesting Residence and the Children. Each Parent shall contribute \$ _____ per month to this account. All payments for shared expenses shall be made from this account.

d. **Reimbursement:** Any Parent incurring an agreed-upon shared expense from their personal funds shall be reimbursed by the other Parent within _____ days of receiving an itemized statement and proof of payment.

IV. HOUSEHOLD RULES AND MAINTENANCE

a. **Cleanliness and Order:** Each Parent is responsible for maintaining the Nesting Residence in a clean, tidy, and organized manner during their residency period. The Nesting Residence shall be left in a clean and orderly condition for the incoming Parent.

b. **Repairs and Maintenance:**

i. **Minor Repairs:** Each Parent is responsible for minor repairs and maintenance tasks that arise during their residency period (e.g., changing light bulbs, unclogging drains).

ii. **Major Repairs:** For repairs exceeding \$ _____, or for any structural or significant appliance repairs, the Parents shall discuss and agree upon a course of action. The cost of such major repairs shall be shared:

- Parent 1: _____ % Parent 2: _____ %
- Parent 1 solely
- Parent 2 solely

c. **Personal Belongings:** Each Parent shall have a designated area within the Nesting Residence for their personal belongings. Personal items shall be kept in these designated areas and not interfere with the other Parent's use of the common areas or the Children's space.

d. **Shared Items:** Items intended for shared use (e.g., kitchenware, linens, children's toys) shall be kept in common areas and maintained by both Parents.

e. **Guests:** Each Parent may have guests in the Nesting Residence during their residency period, provided such guests do not interfere with the Children's well-being or the other Parent's property. Overnight guests who are not family members shall be discussed and agreed upon by both Parents in advance.

V. CHILDREN'S WELL-BEING

a. **Consistency:** The Parents agree to maintain consistent rules, routines, and discipline for the Children, regardless of which Parent is residing in the Nesting Residence. Major decisions regarding the Children's upbringing, education, health, and welfare shall be made jointly.

b. **Communication Regarding Children:** Parents shall communicate regularly regarding the Children's health, education, and general well-being. This communication shall be respectful and child-focused.

c. **Medical Care:** Each Parent is authorized to seek emergency medical care for the Children when necessary. Non-emergency medical decisions shall be made jointly.

d. **Education:** Both Parents shall remain actively involved in the Children's education, attending parent-teacher conferences and school events as appropriate.

VI. COMMUNICATION

a. **Method of Communication:** All non-emergency communication between Parents regarding the Children or the Nesting Residence shall occur via:

- Email
- Text Message
- Parenting App (e.g., OurFamilyWizard, TalkingParents)
- Phone Call (for urgent matters only)

The Parents agree to respond to non-emergency communications within _____ hours.

b. **Respectful Communication:** Parents agree to communicate respectfully and directly with each other, avoiding derogatory language, accusations, or involving the Children in parental disputes.

VII. DISPUTE RESOLUTION

a. **Informal Resolution:** In the event of a dispute arising from this Agreement, the Parents shall first attempt to resolve the matter informally through direct communication.

b. **Mediation:** If informal resolution is unsuccessful, the Parents agree to participate in mediation with a mutually agreed-upon mediator before pursuing any legal action. The costs of mediation shall be shared equally by the Parents.

VIII. REVIEW AND MODIFICATION

a. **Annual Review:** This Agreement shall be reviewed annually on the anniversary of its effective date, or sooner if there is a significant change in circumstances affecting the Children or the Parents.

b. **Modification:** Any modification to this Agreement must be made in writing, signed by both Parents, and dated.

IX. TERM AND TERMINATION

a. **Term:** This Agreement shall commence on the effective date stated above and shall remain in full force and effect until terminated as provided herein.

b. **Termination:** This Agreement may be terminated by:

i. Mutual written agreement of both Parents.

ii. A court order.

iii. Either Parent providing written notice of termination to the other Parent at least _____ days in advance, provided such termination does not violate any existing court orders regarding custody or child support.

X. GOVERNING LAW

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

XI. GENERAL PROVISIONS

a. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parents concerning the nesting arrangement and supersedes all prior discussions, negotiations, and agreements, whether oral

or written.

b. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.

c. **Waiver:** 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 it at a later time.

d. **Headings:** The headings used in this Agreement are for convenience only and shall not affect the interpretation of its provisions.

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

f. **Successors and Assigns:** This Agreement shall be binding upon and inure to the benefit of the Parents and their respective heirs, executors, administrators, and permitted assigns.

IN WITNESS WHEREOF, the Parents have executed this Nesting Agreement as of 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: _____