

Child Custody Agreement

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CHILD CUSTODY AGREEMENT

This Child Custody Agreement ("Agreement") is made and entered into on [EFFECTIVE DATE], by and between [PARENT 1 NAME], residing at [PARENT 1 ADDRESS], ([PARENT 1 EMAIL], [PARENT 1 PHONE]) and [PARENT 2 NAME], residing at [PARENT 2 ADDRESS], ([PARENT 2 EMAIL], [PARENT 2 PHONE]), (each a "Parent" and collectively the "Parents").

RECITALS

1. The Parents are the legal parents of the following minor child(ren):

a. [CHILD 1 FULL NAME], born [CHILD 1 DOB];

b. [CHILD 2 FULL NAME], born [CHILD 2 DOB];

(collectively, the "Child(ren)").

2. The Parents desire to set forth their agreements regarding custody, parenting time, and related matters in the best interests of the Child(ren).

3. This Agreement is intended to be legally binding when signed by both Parents and may be submitted to [COURT NAME], [COUNTY] County, [STATE], for approval and incorporation into any court order if desired.

AGREEMENT

1. DEFINITIONS

1.1 "Legal Custody" means the right to make major decisions regarding the Child(ren)'s health, education, religion, and welfare.

1.2 "Physical Custody" means actual possession and control of the Child(ren).

1.3 "Parenting Time" means the scheduled time each Parent has physical custody of the Child(ren).

2. PARENTAL ROLES AND CUSTODY ALLOCATION

2.1 Legal Custody: [CHOOSE ONE: "The Parents shall share joint legal custody of the Child(ren)." OR "Legal custody is awarded solely to [PARENT NAME]."]

2.2 Physical Custody: [CHOOSE ONE: "The Parents shall share joint physical custody of the Child(ren) as set forth herein." OR "Primary physical custody is awarded to [PARENT NAME], with parenting time for [OTHER PARENT NAME] as set forth herein."]

3. PARENTING TIME SCHEDULE

3.1 Regular Weekly Schedule: The regular schedule shall be as follows: [DETAILED REGULAR SCHEDULE, e.g., "Every week, [PARENT 1] will have parenting time from Monday 6:00 PM to Wednesday 8:00 AM; [PARENT 2] will have parenting time from Wednesday 8:00 AM to Monday 6:00 PM."]

3.2 Weekends: [DESCRIBE WEEKEND ARRANGEMENTS, e.g., "Alternate weekends from Friday 6:00 PM to Sunday 6:00 PM."]

3.3 Holiday Schedule: The Parents agree to the following holiday schedule; in the absence of agreement, the following rotates: [LIST MAJOR HOLIDAYS AND ALLOCATION, e.g., "Thanksgiving, Christmas Eve/Day, Fourth of July, Mother's Day, Father's Day, child's birthday, spring break"]. Specify odd/even years if applicable.

3.4 Vacation: Each Parent is entitled to [NUMBER] weeks of uninterrupted vacation parenting time per calendar year provided the other Parent receives written notice at least [NUMBER] days in advance.

Vacation time shall not unreasonably interfere with the other Parent's scheduled time.

3.5 Special Occasions: Each Parent shall have reasonable parenting time for special occasions (e.g., birthdays, graduations) upon reasonable notice.

4. EXCHANGES AND TRANSPORTATION

4.1 Exchange Locations: Exchanges shall take place at [AGREED LOCATION(S)] or at the residence of the Parent with parenting time unless otherwise agreed.

4.2 Transportation Responsibility: [SPECIFY WHO TRANSPORTS THE CHILD(REN), e.g., "The Parent beginning parenting time shall be responsible for pickup. The other Parent shall be responsible for return transportation."]

4.3 Late Pick-Up/Return: If a Parent is more than [NUMBER] minutes late for pickup or return, the other Parent may [DESCRIBE REMEDY, e.g., "call to confirm, and if necessary, contact local authorities for assistance."]

5. DECISION-MAKING AUTHORITY

5.1 Major Decisions: If joint legal custody is awarded, Parents shall confer and make major decisions jointly regarding the Child(ren)'s education, non-emergency medical and dental care, religious upbringing, and extracurricular activities.

5.2 Tie-Breaking/Dispute Procedure: If the Parents cannot agree on a major decision after good-faith efforts, they shall seek mediation as set forth in Section 14. If mediation fails, [CHOOSE: "the Parents agree that the matter will be decided by [PARENT NAME]" OR "the matter will be submitted to the court."]

5.3 Day-to-Day Decisions: Each Parent shall have authority to make routine, day-to-day decisions during their parenting time consistent with the Child(ren)'s established routines and best interests.

6. HEALTHCARE AND EMERGENCY CARE

6.1 Medical Records and Insurance: The Parents agree that the Child(ren) shall be covered under health insurance as follows: [HEALTH INSURANCE DETAILS, e.g., "[PARENT 1 NAME] is the primary policyholder. Policy number: [POLICY NUMBER]."]. Each Parent shall have access to the Child(ren)'s medical records.

6.2 Emergency Care: In emergencies, the Parent with physical custody at the time may authorize emergency medical care. The other Parent shall be notified as soon as reasonably possible.

6.3 Non-Emergency Medical Decisions: Non-emergency procedures shall be scheduled with reasonable notice to the other Parent and documented consent where required.

7. EDUCATION

7.1 School Enrollment and Records: The Child(ren) shall attend school at [SCHOOL NAME/LOCATION] unless otherwise agreed. Each Parent shall have access to educational records and be kept informed of school matters.

7.2 Extracurricular Activities: Parents shall share information and cooperate regarding extracurricular activities, including costs and scheduling.

8. RELIGION AND UPBRINGING

8.1 Religious Instruction: The Parents agree that the Child(ren) shall be raised as follows regarding religion and faith: [RELIGIOUS AGREEMENT]. Changes in religious upbringing shall be discussed in advance and agreed upon.

9. FINANCIAL RESPONSIBILITIES

9.1 Child Support: Child support shall be paid as required by applicable state law or as set forth in a separate agreement or court order: [CHILD SUPPORT TERMS] (if applicable).

9.2 Uninsured Medical Expenses: Parents shall share uninsured, non-routine medical, dental,

orthodontic, and psychological expenses as follows: [PERCENTAGE OR SPECIFIC ALLOCATION].

9.3 Extracurricular and Educational Expenses: Costs for extracurricular activities and special educational needs shall be allocated as follows: [ALLOCATION DETAILS].

9.4 Tax Exemptions and Credits: The Parents agree that the right to claim dependents for federal and state tax purposes shall be allocated as follows: [TAX ALLOCATION, e.g., "[PARENT 1] for odd-numbered years; [PARENT 2] for even-numbered years."]

10. COMMUNICATION

10.1 Between Parents: Parents shall communicate regarding the Child(ren) in a respectful and timely manner via [PREFERRED METHOD: phone/email/text/app].

10.2 Between Parent and Child(ren): Each Parent shall encourage communication between the Child(ren) and the other Parent during the other Parent's absence, subject to reasonable limits and agreed-upon times.

11. RELOCATION

11.1 Notice Requirement: A Parent intending to relocate with the Child(ren) more than [MILEAGE] miles from the Child(ren)'s current residence or outside [COUNTY], [STATE], shall provide the other Parent with written notice at least [NUMBER] days in advance, including proposed new address and contact information.

11.2 Relocation Approval/Objection: The non-relocating Parent may object to the move within [NUMBER] days. If the Parents cannot agree, the matter shall be resolved by mediation or by the court under applicable state law.

12. RECORDS AND ACCESS

12.1 Each Parent shall have reasonable access to the Child(ren)'s medical, educational, and legal records, and shall provide copies upon request.

13. PRIVACY AND PHOTOGRAPHS

13.1 Parents agree not to post private information, embarrassing material, or photographs of the Child(ren) on social media that would be contrary to the Child(ren)'s best interests or that disparage the other Parent.

14. DISPUTE RESOLUTION

14.1 Good-Faith Negotiation: The Parents shall first attempt to resolve disputes by good-faith negotiation.

14.2 Mediation: If negotiation fails, the Parents agree to submit the dispute to mediation with a mutually agreed mediator in [COUNTY], [STATE], before filing further court action.

14.3 Arbitration: [OPTIONAL: "If mediation fails, the Parents agree to binding arbitration pursuant to the rules of [ARBITRATION ORGANIZATION]."] Leave blank or delete if not applicable.]

15. MODIFICATION

15.1 Material Change Standard: This Agreement may be modified by written consent of both Parents or by order of a court upon a showing of a material change in circumstances and the child's best interests.

15.2 Temporary Modifications: Temporary changes to parenting time may be made by mutual agreement in writing or via email/text and shall be effective for the specified period.

16. ENFORCEMENT

16.1 Injunctive Relief and Contempt: Either Parent may seek enforcement of this Agreement through the family court of competent jurisdiction. Remedies may include contempt proceedings, enforcement of custody and parenting time, and other relief as allowed by law.

16.2 Attorney Fees and Costs: The prevailing Parent in any enforcement or modification proceeding may be entitled to recover reasonable attorney fees and costs as determined by the court.

17. GOVERNING LAW

17.1 This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE]. Venue for any court action shall be in [COUNTY], [STATE].

18. MISCELLANEOUS

18.1 Entire Agreement: This Agreement constitutes the entire understanding between the Parents regarding custody and parenting time and supersedes all prior agreements, whether written or oral.

18.2 Severability: If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

18.3 Amendment: This Agreement may be amended only by a written instrument signed by both Parents.

18.4 No Waiver: The failure of either Parent to enforce any right under this Agreement shall not constitute a waiver of that right.

19. ACKNOWLEDGMENTS

19.1 Voluntary Execution: Each Parent acknowledges that they have read this Agreement, understand its terms, and enter into it voluntarily and without coercion.

19.2 Independent Advice: Each Parent acknowledges that they have had the opportunity to seek independent legal advice and have either obtained such advice or voluntarily chosen not to do so.

SIGNATURES

IN WITNESS WHEREOF, the Parents have executed this Child Custody Agreement as of the dates set forth below.

[PARENT 1 NAME]
Date: [DATE]

Address: [PARENT 1 ADDRESS]
Phone: [PARENT 1 PHONE]
Email: [PARENT 1 EMAIL]

[PARENT 2 NAME]
Date: [DATE]

Address: [PARENT 2 ADDRESS]
Phone: [PARENT 2 PHONE]
Email: [PARENT 2 EMAIL]

OPTIONAL: NOTARY ACKNOWLEDGMENT

State of [STATE]
County of [COUNTY]

On this ____ day of _____, 20__, before me personally appeared [PARENT 1 NAME] and [PARENT 2 NAME], personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to this Agreement, and acknowledged to me that they executed the same for the purposes therein contained.

Notary Public
My Commission Expires: [NOTARY EXPIRATION DATE]
Commission No.: [NOTARY COMMISSION NUMBER]

ADDITIONAL PROVISIONS (Customize as needed):

- Emergency contact list: [EMERGENCY CONTACTS]
- Medical providers: [CHILDREN'S DOCTORS AND CONTACTS]
- School contacts: [SCHOOL CONTACTS]
- Special needs or custody considerations: [SPECIAL NEEDS]
- Parenting guidelines: [ADDITIONAL GUIDELINES]

Instructions: Replace bracketed placeholders with accurate information. If court approval is desired, file this Agreement with [COURT NAME] in [COUNTY], [STATE] and obtain an order adopting the terms. Consult a licensed attorney in [STATE] for legal advice tailored to your situation.

This template is provided for informational purposes only and does not constitute legal advice. Consult a licensed attorney before signing any legal document.