

# 50/50 Shared Parenting Sample Custody Agreement

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## 50/50 Shared Parenting Sample Custody Agreement

THIS AGREEMENT, made and entered into by and between \_\_\_\_\_ (hereinafter called "Wife" or "Mother") and \_\_\_\_\_ (hereinafter called "Husband" or "Father");

WITNESSETH:

WHEREAS, the parties to this Agreement were married on the \_\_\_ day of \_\_\_\_\_, 19\_\_\_; and

WHEREAS, the parties separated on or about \_\_\_\_\_, 20\_\_\_, and are now living in a bona fide state of separation, and acknowledge that there exists no chance of reconciliation; and

WHEREAS, Husband's social security number is XXX-XX-XXXX and wife's social security number is XXX-XX-XXXX ; and

WHEREAS, there is \_\_\_\_\_ Child(ren) born as issue of this marriage, to wit: \_\_\_\_\_, born \_\_\_\_\_, 19\_\_\_, age \_\_\_ years; and

WHEREAS, the parties desire to settle all matters of custody, visitation, child support, alimony, equitable division of property, attorney's fees, and all other claims each may have against the other arising from the marital relationship; and,

WHEREAS, each party is acting freely and voluntarily, under no compulsion or duress, and in consideration of the present income, earning capacity, and financial circumstances of each of the parties;

NOW THEREFORE, in consideration of the premises and the mutual promises herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties do agree as follows:

The parties shall continue to live separate and apart, each being free to choose his or her place of residence and employment, and each shall be free from interference, molestation, authority and control, direct or indirect, by the other as fully as if sole and unmarried to each other.

### 1. WAIVER OF ALIMONY

Each party waives and forever relinquishes any claims and rights each has or may have now or in the future, to alimony, maintenance and support of any nature from the other or his or her estate, whether in the form of periodic, lump sum payments or awards of property from his or her separate estate or otherwise.

## 2. CUSTODY AND PARENTING PLAN

**CUSTODY:** The parties shall have joint legal and physical custody of the minor child, \_\_\_\_\_, and shall consult with each other and keep each other fully informed concerning the child's care, guidance, health, education and general welfare. The child shall live with each parent according to the Parenting Plan (Exhibit A, not included here, but make your own) attached to and made a part of this Agreement.

**JOINT DECISION MAKING:** The parties agree to confer with each other on all important matters pertaining to the health, welfare, education and upbringing of the minor child, with a view toward arriving at a harmonious policy designed to promote the child's best interest. Each parent shall make decisions regarding the day-to-day care and control of each child while the child is residing with that parent. The following decisions shall be made jointly: (1) Education decisions, (2) Non-emergency health care, (3) Religious upbringing, (4) Issues concerning alcohol, cigarette smoking and illegal drug usage and (5) Social and dating affairs

**DISPUTE RESOLUTION:** If a dispute arises between the parents concerning an important matter ( including but not limited to those listed above ) pertaining to the minor child, the parents will make their best efforts to discuss and resolve the dispute between themselves. If they are unable to resolve the dispute, the parents agree that the issues shall be submitted to binding mediation/arbitration. The Mother shall have the right to select the mediator/arbitrator in odd numbered years and the Father shall be entitled to pick the mediator/arbitrator in even numbered years.

In the dispute resolution process, preference shall be given to carrying out this parenting plan. The fees and costs of the mediation/arbitration shall be split equally (50%/50%) between the parents unless it is determined by an arbitrator and/or a court that one of the parents initiated the dispute resolution process and/or litigation in bad faith or without good cause. In such a case, the parent initiating the dispute resolution process and/or the litigation shall be responsible for all of the fees and costs of the dispute resolution process including attorney fees.

**FULL ACCESS TO INFORMATION ABOUT MINOR CHILD:** Each party shall have the right and full access to the child's medical, dental, psychological, educational, financial and legal records. This Agreement shall be deemed a release by both parents to the appropriate healthcare giver to release said documents to the parent requesting them. The fact that one parent is participating in family counseling with the child shall not prevent the other parent from obtaining information and documentation from any mental healthcare giver providing counseling to the minor child. Both parents shall be entitled to share in taking the minor child for regular medical and dental visits (well-child check ups, six month dental check ups).

Each parent shall be entitled to receive advance notice of and to attend all school/childcare functions including ( but not limited to ) parent-teacher conferences, lunches with a child ( if the school permits ), field trips, school parties and performances. Each parent shall also be entitled to attend practice sessions, performances, scheduled games and other functions of any extracurricular activities that the minor child is involved in and that the parents are invited to attend. This time with each child is in addition to any regularly scheduled custodial time as set forth under the Parenting Plan.

Each parent shall be entitled to receive directly all notice, information packets, extra curricular activity reports and invitations. Each parent shall cooperate to see that the respective agencies, organizations and/or providers understand that dual notices and invitations should be sent. If the agency, organization or provider is unwilling to do so, the parent receiving the information shall provide to the other parent, copies of all such documents that he/she receives.

**RIGHT OF FIRST REFUSAL:** Each parent agrees that if conflicts occur concerning time with the minor child, each parent will first ask the other parent if they can accommodate a change on the

schedule agreed to. If the other parent is unable to accommodate, both parents recognize the role of the parent with the scheduling conflict is to find appropriate child care. Appropriate child care is defined as a individual or day care facility that both parents are comfortable with. Additionally, a change of accommodation by either parent in no way reflects an "exchange" of time nor affects the ongoing schedule. Both parents agree to keep the minor child informed about scheduling changes and to try to present this information in a positive and unified spirit. Neither parent will attempt to influence the child unfavorably toward the other parent.

**ADDRESSES AND TELEPHONE NUMBERS:** Both parties shall provide each other with their current telephone number and residential addresses at all times. Both parties have the right to contact the child by telephone at reasonable times, and by mail and neither shall interfere therein. Neither of the parties shall make derogatory remarks about the other to the child, and each of the parties shall teach the child to love and respect the other. Each of the parties shall inform the other of milestone events in the child's life so that each shall have the opportunity to attend graduations, special events, and to be with the child when he is ill.

**FOSTERING CHILD'S LOVE FOR EACH PARENT:** Notwithstanding all other provisions to the contrary recited before, neither parent shall do anything which may estrange either child of the parents from the other parent, nor hamper the natural development of his love for both parents. In the event that the child shall become ill, each of the parents shall notify the other parent of such information as soon as practical. For this purpose, both parents are required to notify the other parent in the event the child is going to be at any location other than the regular residence of the Father or Mother for an extended period of time. If a child is to be taken out of the State of Georgia by either parent, both an address and telephone number where the parent and the child can be contacted and talked to by phone will be given by each of the parents to the other.

**OUT-OF-COUNTRY TRAVEL:** If either parent seeks to take the child out-of-country, they will need the written consent of the other parent which shall not be unreasonably withheld. Both parents agree to cooperate in obtaining a passport and any necessary visas for \_\_\_\_\_ to travel with either parent, out-of-country, no later than \_\_\_\_\_, 20\_\_.

### **3. CHILD SUPPORT**

#### **CHILD SUPPORT**

The gross income of the father is \$X,XXX.XX dollars monthly.

The gross income of the mother is \$X,XXX.XX dollars monthly.

The father is responsible for the payment of child support for ONE child.

The mother is responsible for the payment of child support for ONE child.

The applicable percentage of gross income to be considered is : 1 child = \_\_%.

Thus, \_\_ percent of \$X,XXX.XX (gross income of father) = \$XXX.XX dollars per month.

Thus, \_\_ percent of \$X,XXX.XX (gross income of mother) = \$XXX.XX dollars per month.

The Parties have considered the existence of special circumstances and has found the following special circumstances marked with an "X" to be present in this case (mark with "X" all those that apply):

- \_\_\_\_\_ 1. ages of the children;
- \_\_\_\_\_ 2. a child's extraordinary medical costs or needs in addition to accident and sickness insurance, provided that all such costs or needs shall be considered if no insurance is available;
- \_\_\_\_\_ 3. educational costs;
- \_\_\_\_\_ 4. day-care cost;
- \_\_\_\_\_ 5. shared physical custody arrangements, including extended visitation;

- \_\_\_\_\_ 6. a party's other support obligations to another household;
- \_\_\_\_\_ 7. income that should be imputed to a party because of suppression of income;
- \_\_\_\_\_ 8. in-kind income for the self-employed, such as reimbursed meals or a company car;
- \_\_\_\_\_ 9. other support a party is providing or will be providing, such as payments of a mortgage;
- \_\_\_\_\_ 10. a party's own extraordinary needs, such as medical expenses;
- \_\_\_\_\_ 11. extreme economic circumstances including, but not limited to:
  - \_\_\_\_\_ (a) unusually high debt structure; OR
  - \_\_\_\_\_ (b) unusually high income of either party or both parties, which shall be construed as individual gross income of over \$75,000.00 per annum;
- \_\_\_\_\_ 12. historical spending in the family for children which varies significantly from the percentage table;
- \_\_\_\_\_ 13. considerations of the economic cost-of-living factors of the community of each party, as determined by the trier of fact;
- \_\_\_\_\_ 14. in-kind contribution of either parent;
- \_\_\_\_\_ 15. the income of the custodial parent;
- \_\_\_\_\_ 16. the cost of accident and sickness insurance coverage for dependent children included in the order;
- \_\_\_\_\_ 17. extraordinary travel expenses to exercise visitation or shared physical custody;
- \_\_\_\_\_ 18. any other factor which is hereby deemed to be required by the ends of justice, is described in detail, as follows Parents have equal time with the minor child.

**Both parents, shall provide accident and sickness insurance for the child for so long as child support continues.**

**Having found that special circumstances marked with an "X" to be present in this case, the final award of child support which Father shall pay to Mother for support of the child is \$XXX.000 per month, beginning on the first payment period (1st or 15th) after the date of divorce, and is to be payable in equal portions of \$XXX.XX on the first and fifteenth of each and every month thereafter until the child becomes (a) 18 years of age, (b) dies, (c) marries, (d) goes to live with the parent currently paying child support on a full time basis or (e) otherwise becomes emancipated. If the minor child is traveling with the Father for a period of more than fourteen (14) days, child support shall not be paid for that period of time.**

**Both parents agree that they shall be responsible for the minor child's daycare/after school care on an equal (50/50) basis. They shall alternate paying the week in full so long as the daycare is due on a weekly basis. Should it become due on a monthly basis or longer period of time, the parents shall each pay one half.**

**The parties agree to review the child support provisions of this agreement every three years or earlier if exigent circumstances exist ( i.e. a parent is disabled or becomes unemployed and is unable to obtain new employment within sixty (60) days ). Such review will include full and equitable consideration to the income and financial status of both parents and the current needs of the minor child. The objective will be to provide necessary and reasonable joint support for the minor child without creating an undue burden on either parent. Any changes in the child support shall be reduced to a consent order and submitted to the court with jurisdiction over such matters for approval.**

#### **4. MEDICAL INSURANCE FOR THE MINOR CHILDREN**

\_\_\_\_\_ shall be responsible for maintaining health insurance for the minor child currently provided by their respective employers. Should the \_\_\_\_\_'s employer discontinue said health insurance, or the \_\_\_\_\_ become unemployed involuntarily, the other parent shall, under such circumstances, obtain and maintain in full force and effect whatever program is available through her employer that covers accident, health, hospitalization, and major medical insurance for the minor child until such time as the Father can find employment with medical coverage. While the \_\_\_\_\_ is covering the Child's medical insurance, the parties shall equally (50/50) split the additional monthly premium she is charged to cover the minor child.

The parties shall be equally responsible for all health expenses for the minor child which are not eligible, covered by or otherwise paid for by insurance and including but not limited to any and all medicines, prescription and non-prescription drugs, office visits, eye care, dental care and orthodontic expenses. Each party shall be entitled to advance notice from the other of any medical expenses exceeding \$200.00 which are not covered by insurance and which are not of an emergency nature. Within thirty (30) days of incurring the expense, the party incurring the expense shall send copies of all bills and the Explanation of Benefits ( if available ) to the other party which s/he is required to pay. The reimbursing party shall promptly remit payment to the designated creditors and/or shall reimburse prepaid amounts to the party incurring the expense within ten (10) days of receipt of the documentation.

If the health plan covering the minor child requires that the parties use health providers within a network, the party who takes the child to a provider outside the network shall be solely responsible for the additional expense incurred due to going out of network unless both parties agree in writing to take the child out of network. Whichever party is carrying the insurance shall be responsible to keep the other party fully informed of the rules of the insurance carrier and provide all necessary insurance cards and forms. Both parties will make a good faith effort to abide by and follow the requirements of the insurance carrier in obtaining covered health care for the minor child.

#### **5. LIFE INSURANCE TO INSURE CHILD SUPPORT**

Both parents shall maintain a term life insurance policy with a value of \$100,000.00 for the purpose of continuing the child support payments in the event of a parent's death until the minor child is eighteen (18) years of age or if the child becomes 18 years of age while enrolled in and attending secondary school on a full-time basis, then such support shall continue until the child completes secondary school, provided that such support shall not be required after the child attains 20 years of age.

This policy shall name a trust for the benefit of \_\_\_\_\_, the minor child, as an irrevocable beneficiary thereunder with a Trustee of the parent=s choice who is legally bound and accountable to use the proceeds in \_\_\_\_\_'s best interest in the absence of the deceased parent until \_\_\_\_\_ reaches age twenty one (21) at which time the remaining funds may be transferred to him in their entirety.

On January 1 of each and every year that this obligation continues, upon written request, each parent shall provide the other parent with proof that said insurance is in full force and effect.

Should the either parent die before his or her obligation to support the child has terminated and said life insurance policy referred to above is not in full force and effect, the surviving parent shall have a first charge against the deceased parent's estate on behalf of the child for the entire amount of the policy required.

#### **6. COLLEGE EDUCATION FOR THE CHILD**

Both parties agree to equally (50/50) provide for the college education (including application fees, tuition, books, room, board, transportation, usual matriculation expenses and additional living

expenses) of the child, \_\_\_\_\_ . The term "college" shall include any college, university or under-graduate technical or professional school. This obligation shall continue after the death of either party and shall be binding upon the estates of both but each party's obligation shall terminate upon the child attaining of twenty-three (23) years of age. The parents shall work together to provide sufficient information to each other so as to coordinate the payments to insure maximum benefit to \_\_\_\_\_ .