

CHILD CUSTODY AGREEMENT

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This Child Custody Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[PARENT 1 LEGAL NAME], residing at [PARENT 1 ADDRESS] ("**Parent 1**"); and

[PARENT 2 LEGAL NAME], residing at [PARENT 2 ADDRESS] ("**Parent 2**").

Parent 1 and Parent 2 are each a "**Party**" and together the "**Parties**" or the "**Parents**."

Recitals. The Parties are the parents of the minor child or children identified below (the "**Children**"). The Parties wish to establish a clear, workable arrangement for the legal custody, physical custody, parenting time, and support of the Children that serves the Children's best interests. The Parties understand that any court with jurisdiction retains final authority over custody and support and that the controlling standard is always the best interests of the Children. In consideration of the mutual promises below, the Parties agree as follows.

1. The Children and Governing Standard

1.1 **The Children.** This Agreement concerns the following minor children: [CHILD NAME(S) AND DATE(S) OF BIRTH].

1.2 **Best interests.** The Parties agree that all decisions and arrangements under this Agreement are made with the best interests of the Children as the paramount consideration, consistent with the law of [STATE].

1.3 **Court authority.** This Agreement is intended to be submitted for approval and, if approved, incorporated into a custody order. The Parties understand that a court retains continuing jurisdiction and may modify any provision when a child's best interests require, and that the Parties cannot bind the court to terms contrary to a child's welfare.

1.4 **Defined terms.** "**Legal Custody**" means the right to make major decisions for the Children; "**Physical Custody**" means where the Children primarily reside; and "**Parenting Time**" means the schedule of time each Parent spends with the Children.

2. Legal Custody and Decision-Making

2.1 **Legal Custody.** Legal Custody of the Children is [JOINT TO BOTH PARENTS / SOLE TO PARENT ____].

2.2 **Major decisions.** Decisions about the Children's education, non-emergency healthcare, religious upbringing, and significant extracurricular activities will be made [JOINTLY, BY MUTUAL AGREEMENT / BY PARENT ____ AFTER CONSULTING THE OTHER].

2.3 **Day-to-day decisions.** The Parent with whom the Children are present makes routine, day-to-day decisions during that time, including ordinary discipline, meals, and daily activities.

2.4 Emergencies. In a medical or safety emergency, the Parent present may make necessary decisions and will notify the other Parent as soon as reasonably possible.

2.5 Deadlock. If the Parents share Legal Custody and cannot agree on a major decision, they will first attempt mediation under Section 8 before seeking court intervention, except where a child's immediate welfare requires faster action.

3. Physical Custody and Residence

3.1 Primary residence. The Children's primary physical residence will be with **[PARENT ___ / BOTH PARENTS ON A SHARED BASIS]**.

3.2 Designation for school and benefits. For purposes of school enrollment, residency, and similar determinations, the Children's primary residence is with **[PARENT ___]**, unless the Parties agree otherwise in writing or a court orders otherwise.

3.3 Relocation. A Parent who intends to relocate the Children's residence by more than **[NUMBER, e.g. 50]** miles or out of state will give the other Parent at least **[NUMBER, e.g. 60]** days' written notice and will comply with any notice or consent requirements of applicable law. Relocation that materially affects the schedule requires the other Parent's written consent or court approval.

4. Parenting Time Schedule

4.1 Regular schedule. During the school year, Parenting Time follows the schedule in **Schedule A** (for example, alternating weeks, a 2-2-3 rotation, or every-other- weekend with a midweek visit). The Parties may adjust the schedule by mutual written agreement.

4.2 Holidays and school breaks. Holidays, school vacations, and the Children's birthdays are allocated as stated in **Schedule B**, which controls over the regular schedule when they conflict.

4.3 Summer. Summer Parenting Time follows **Schedule C**, including any extended vacation periods each Parent may exercise on advance written notice.

4.4 Exchanges. Exchanges of the Children will occur at **[LOCATION]** at the times in the schedule. The **[RECEIVING / DELIVERING]** Parent is responsible for transportation unless the Parties agree otherwise. Each Parent will have the Children ready and on time.

4.5 Make-up time. If a scheduled exchange is missed due to illness, emergency, or agreed change, the Parties will arrange reasonable make-up Parenting Time in good faith.

5. Communication and Access

5.1 Parent-child contact. The Children may communicate freely with the non-custodial Parent by phone, video, or message at reasonable times, and each Parent will support and not interfere with that contact.

5.2 Inter-parent communication. The Parents will communicate directly and respectfully about the Children, using **[METHOD, e.g. a co-parenting app, email, or text]** for scheduling and important updates, and will not use the Children to relay messages.

5.3 Information sharing. Each Parent is entitled to access the Children's school, medical, and activity records, and each will promptly share material information about the Children's health, education, and welfare with the other.

5.4 **Third parties.** Neither Parent will disparage the other to or in front of the Children, and each will encourage the Children's affection and respect for the other Parent.

6. Child Support and Expenses

6.1 **Support.** Child support will be paid as follows: **[PARENT __ PAYS \$[AMOUNT] PER MONTH, BEGINNING [DATE], CONSISTENT WITH THE CHILD-SUPPORT GUIDELINES OF [STATE]]**. The Parties understand that child support is governed by applicable state guidelines and cannot be waived to a child's detriment.

6.2 **Health insurance.** **[PARENT __]** will maintain health insurance for the Children as long as it is available at reasonable cost. Uninsured medical, dental, vision, and mental-health costs will be shared **[EQUALLY / IN PROPORTION TO INCOME / AS FOLLOWS]**.

6.3 **Childcare and education.** Work-related childcare and agreed education expenses will be shared **[EQUALLY / AS FOLLOWS]**. Neither Parent will incur a non-emergency shared expense above **[AMOUNT]** without the other's prior agreement.

6.4 **Review and modification.** Child support and expense-sharing are subject to review and modification by a court on a substantial change in circumstances or as the applicable guidelines require.

7. Safety, Conduct, and Welfare

7.1 **Substance use.** No Parent will use alcohol to excess or use unlawful substances while caring for the Children, and neither will permit the Children to be exposed to unsafe conditions.

7.2 **Supervision and caregivers.** Each Parent will provide appropriate supervision and will inform the other of any regular caregiver who has significant responsibility for the Children.

7.3 **Notice of significant events.** Each Parent will promptly notify the other of any serious illness, injury, accident, or other significant event involving the Children.

7.4 **No removal in violation of law.** Neither Parent will remove the Children from **[STATE]** in violation of this Agreement, a court order, or applicable law, and each will cooperate with any travel-consent or documentation requirement.

8. Dispute Resolution and General Provisions

8.1 **Mediation first.** Before filing a motion over a dispute under this Agreement (other than an emergency affecting a child's safety), the Parents will attempt in good faith to resolve it through mediation with a neutral mediator, sharing the cost **[EQUALLY / AS FOLLOWS]**.

8.2 **Governing law and jurisdiction.** This Agreement is governed by the laws of the State of **[STATE]**, and the courts of **[COUNTY, STATE]** retain jurisdiction over custody and support matters, subject to applicable interstate custody law.

8.3 **Modification.** This Agreement may be modified by a writing signed by both Parents or by court order. A court may modify custody or support when a child's best interests require, regardless of the Parents' agreement.

8.4 **Severability.** If any provision is held unenforceable, the rest remains in effect and the provision will be modified to the minimum extent necessary, always consistent with the Children's best interests.

8.5 **Good faith.** The Parents will act in good faith and cooperate to carry out this Agreement for the benefit of the Children.

8.6 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement, subject to any court-filing requirements of **[STATE]**.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

PARENT 1

PARENT 2

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: N/A

Title: N/A

Date: _____

Date: _____

Court Approval (if applicable): This Agreement is submitted for approval and entry as an order in **[CASE CAPTION / CASE NUMBER]**, **[COURT]**.

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