

CHILD SUPPORT AGREEMENT

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

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

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

Parent A and Parent B are each a "**Party**" and together the "**Parties**." Each Party is a parent or legal guardian of the child or children identified below (each a "**Child**" and collectively the "**Children**").

Recitals. The Parties share parental responsibility for the Children and wish to set out, in writing, their agreement regarding the financial support of the Children. The Parties understand that child support is owed to and for the benefit of the Children, that the obligation cannot be bargained away to the detriment of the Children, and that in most jurisdictions a child support agreement is not final or enforceable as a court order until it is reviewed and approved by a court of competent jurisdiction. The Parties intend this Agreement to reflect their good faith understanding and to be submitted to the appropriate court for approval where required. In consideration of the mutual promises below, the Parties agree as follows.

1. Parties and Children

1.1 The Children. This Agreement concerns the following Child or Children: [CHILD 1 FULL NAME], born [DATE OF BIRTH]; [CHILD 2 FULL NAME], born [DATE OF BIRTH]; and [ADD OR REMOVE AS NEEDED].

1.2 Parental relationship. Each Party represents that he or she is a legal parent or guardian of the Children and is authorized to enter into this Agreement. Nothing in this Agreement alters legal parentage, which is established by birth record, adoption, or order as applicable.

1.3 Purpose and beneficiary. The support provided under this Agreement is for the benefit of the Children. Neither Party may waive, reduce, or assign the Children's right to support except as a court may approve.

1.4 Governing framework. The Parties acknowledge that statutory child support guidelines in [STATE] govern the calculation of support and that a court may set support at a different amount than the Parties agree. Where this Agreement conflicts with applicable guidelines or a court order, the guidelines or order control.

2. Support Amount and Calculation

2.1 Monthly support. [PAYING PARENT] (the "**Paying Parent**") will pay [RECEIVING PARENT] (the "**Receiving Parent**") child support of \$[AMOUNT] per month for the benefit of the Children.

2.2 Basis of calculation. The amount in Section 2.1 reflects the Parties' consideration of each Party's income, the number of Children, the parenting-time arrangement, the cost of health insurance and childcare, and the child support guidelines applicable in [STATE]. A worksheet supporting the calculation is attached as **Exhibit A** where

required by local rule.

2.3 Deviation. If the agreed amount deviates from the presumptive guideline amount, the Parties state the reason for the deviation here: **[REASON FOR DEVIATION, IF ANY]**. The Parties understand a court must approve any deviation.

2.4 No offset by gifts. Voluntary gifts, clothing, toys, or discretionary spending by either Party are in addition to, and do not reduce, the support owed under this Agreement unless the Parties agree otherwise in writing.

3. Payment Method and Schedule

3.1 Due date. Support payments are due on the **[DAY, e.g. 1st]** of each month, beginning **[START DATE]**, and continue until the obligation ends under Section 7.

3.2 Method of payment. Payments will be made by **[METHOD, e.g. direct deposit / state disbursement unit / check]** to **[ACCOUNT OR ADDRESS]**. Where a state disbursement unit or income-withholding order is required or available, the Parties will use it.

3.3 Record of payments. The Paying Parent will keep, and on request share, records of all payments. The Receiving Parent will acknowledge receipt on request. Both Parties should retain proof of payment.

3.4 Late or missed payments. A payment not made when due is considered **arrears** and may accrue interest at the rate permitted by applicable law. Nonpayment does not suspend the obligation, and unpaid amounts remain owed.

4. Additional Expenses

4.1 Health insurance. **[PARENT]** will maintain health insurance for the Children so long as it is available at reasonable cost through employment or otherwise. The Parties will share the cost of premiums attributable to the Children **[EQUALLY / IN PROPORTION TO INCOME / AS STATED]**.

4.2 Uninsured medical expenses. Reasonable uninsured or unreimbursed medical, dental, vision, orthodontic, and mental-health expenses for the Children will be shared **[EQUALLY / IN PROPORTION TO INCOME / AS STATED]**. The Party incurring an expense will provide documentation within **[NUMBER]** days, and the other Party will reimburse their share within **[NUMBER]** days.

4.3 Childcare and education. Work-related childcare, agreed extracurricular activities, and agreed educational expenses will be shared **[EQUALLY / IN PROPORTION TO INCOME / AS STATED]**. Neither Party is obligated to share in an expense to which it did not agree in advance, except as required by law.

4.4 Tax matters. The Parties will allocate the right to claim the Children as dependents for tax purposes as follows: **[ALLOCATION]**. Each Party will sign any form reasonably required to give effect to this allocation.

5. Modification

5.1 Changed circumstances. Either Party may request a modification of support on a substantial change in circumstances, including a material change in income, employment, parenting time, the Children's needs, or the cost of insurance or childcare.

5.2 Process. A Party seeking modification will give the other Party written notice describing the change. The Parties will discuss in good faith and, if they agree, sign a written amendment. The Parties understand that a modification is not enforceable as an order until approved by a court where approval is required.

5.3 No retroactive reduction. Consistent with the law of most jurisdictions, support already accrued generally may not be retroactively reduced. Any change applies prospectively from the date the law allows.

6. Enforcement and Court Approval

6.1 Submission to court. Where required, the Parties will promptly submit this Agreement to the appropriate court in [COUNTY, STATE] for review and approval or incorporation into an order.

6.2 Enforcement remedies. Once approved, this Agreement may be enforced through the remedies available under applicable law, which may include income withholding, liens, interception of tax refunds, suspension of licenses, and contempt. The Parties acknowledge these remedies are imposed by law and are not waived by this Agreement.

6.3 Costs of enforcement. A Party that must take action to enforce this Agreement may seek recovery of reasonable costs and attorneys' fees to the extent permitted by applicable law and the court.

7. Duration and Termination of Support

7.1 Duration. The support obligation continues for each Child until the earliest of: (a) the Child reaching the age of majority in [STATE] [AND GRADUATING FROM HIGH SCHOOL, IF APPLICABLE]; (b) the Child's emancipation, marriage, or death; (c) a further court order; or (d) any later date required by law for a Child with a disability.

7.2 Multiple Children. When support ends for one Child but continues for another, the amount is not automatically reduced. The Parties will recalculate support under the guidelines and, if needed, seek a modified order.

7.3 Survival of arrears. Termination of the ongoing obligation does not discharge any arrears, which remain owed until paid.

8. General Provisions

8.1 Governing law. This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules, and is subject to the jurisdiction of the family or domestic relations court in [COUNTY, STATE].

8.2 Best interests of the Children. The Parties intend this Agreement to serve the best interests of the Children, and it will be interpreted accordingly.

8.3 Entire agreement; amendment. This Agreement is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties and, where required, approved by a court.

8.4 Severability. If any provision is unenforceable, the rest remains in effect to the extent consistent with the Children's best interests.

8.5 Independent counsel. Each Party acknowledges the right to consult independent legal counsel before signing and has had the opportunity to do so.

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.

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

PARENT A**PARENT B**

Signature: _____

Signature: _____

Printed name: **[NAME]**Printed name: **[NAME]**

Title: N/A

Title: N/A

Date: _____

Date: _____

Notary / Court Acknowledgment (where required):

State of **[STATE]**, County of **[COUNTY]**. Subscribed and sworn before me on **[DATE]** by the above-named Parties.

Notary Signature: _____ My commission expires: _____

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