

GUARDIANSHIP AGREEMENT

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

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

[GUARDIAN LEGAL NAME], residing at [ADDRESS] (the "**Guardian**").

The Parent and the Guardian are each a "**Party**" and together the "**Parties**." This Agreement concerns [WARD FULL NAME], born [DATE OF BIRTH] (the "**Ward**").

Recitals. The Parent is a parent or current legal guardian of the Ward. The Parent wishes to appoint the Guardian to care for the Ward, and the Guardian is willing to serve, on the terms below. The Parties understand that, in most jurisdictions, legal guardianship of a minor or an incapacitated adult must be established or confirmed by a court, that this Agreement standing alone may operate only as a delegation of authority or a statement of intent, and that a court retains authority over the Ward's welfare. The Parties intend this Agreement to document their understanding and, where required, to be submitted to the appropriate court. In consideration of the mutual promises below, the Parties agree as follows.

1. Appointment and Scope of Guardianship

1.1 Appointment. The Parent appoints the Guardian to serve as guardian of the Ward, and the Guardian accepts the appointment, to provide for the care, custody, education, health, and welfare of the Ward consistent with this Agreement and applicable law.

1.2 Type of guardianship. This Agreement establishes guardianship of the [PERSON / ESTATE / PERSON AND ESTATE] of the Ward. Guardianship of the person concerns the Ward's care and well-being; guardianship of the estate concerns the Ward's property and finances.

1.3 Nature and limits. The Parties acknowledge that this Agreement [IS / IS NOT] intended to be submitted to a court for formal appointment. Absent court appointment, the Guardian's authority is limited to that which a parent may lawfully delegate in [STATE] and is subject to the Parent's continuing rights.

1.4 Best interests standard. The Guardian will at all times act in the best interests of the Ward and consistent with the Ward's known wishes where age and maturity make that appropriate.

2. Duration and Term

2.1 Effective period. This Agreement begins on the Effective Date and continues until the earliest of: (a) the date stated here, [END DATE, IF ANY]; (b) revocation under Section 7; (c) the Ward reaching the age of majority or, for an adult Ward, the removal of the underlying incapacity; (d) a court order; or (e) the death of the Ward or the Guardian.

2.2 Temporary or standby nature. If this Agreement is intended as a temporary or standby delegation (for example, during the Parent's travel, illness, military deployment, or unavailability), the triggering circumstance is: **[DESCRIBE TRIGGER]**, and the delegation lasts only so long as that circumstance continues, subject to any statutory maximum period in **[STATE]**.

2.3 Renewal. The Parties may renew or extend this Agreement by a writing signed by both Parties and, where required, approved by a court.

3. Powers and Responsibilities of the Guardian

3.1 Daily care. The Guardian will provide the Ward with food, clothing, shelter, supervision, and a safe and stable home, and will attend to the Ward's day-to-day needs.

3.2 Health care. The Guardian may consent to routine and emergency medical, dental, mental-health, and surgical care for the Ward, and will keep the Parent informed of significant health matters, except where the Parent's involvement is not possible or not in the Ward's interest.

3.3 Education. The Guardian may enroll the Ward in school, communicate with educators, consent to educational services, and make decisions reasonably necessary for the Ward's education.

3.4 Religion, activities, and travel. The Guardian will respect the Parent's stated wishes regarding the Ward's religious upbringing and activities as set out here: **[WISHES, IF ANY]**, and may authorize ordinary travel and activities.

3.5 Property and finances (if applicable). Where this Agreement includes guardianship of the estate, the Guardian will manage the Ward's property prudently, keep it separate from the Guardian's own, maintain records, and not commingle, borrow, or self-deal. The Guardian will provide an accounting on request and as required by law.

3.6 Standard of care. The Guardian will exercise the care a prudent person would exercise in managing the affairs of another, and will not delegate core guardianship duties without the Parent's consent or court approval.

4. Rights and Responsibilities of the Parent

4.1 Retained rights. Unless a court orders otherwise, the Parent retains the rights of a parent, including the right to reasonable contact with the Ward and the right to revoke this delegation under Section 7.

4.2 Information. The Parent is entitled to be informed of the Ward's health, education, and welfare, and the Guardian will respond to reasonable requests for information.

4.3 Continuing obligations. Unless otherwise agreed or ordered, the Parent remains responsible for the financial support of the Ward and will provide the support described in Section 5.

5. Financial Support and Expenses

5.1 Support. The Parent will provide **[\$[AMOUNT]]** per **[MONTH / WEEK]** to the Guardian for the Ward's support, payable by **[METHOD]** on **[SCHEDULE]**.

5.2 Additional expenses. The Parties will share, or the Parent will reimburse, the Ward's reasonable additional expenses — including medical, educational, and extracurricular costs — as follows: **[ALLOCATION]**.

5.3 Insurance and benefits. **[PARTY]** will maintain health insurance for the Ward. The Parties will cooperate to ensure the Ward continues to receive any benefits, coverage, or government assistance to which the Ward is entitled.

5.4 Records. The Guardian will keep reasonable records of expenditures made on the Ward's behalf and provide them to the Parent on request.

6. Court Approval and Legal Effect

6.1 Submission to court. Where the law of [STATE] requires court appointment for the Guardian to exercise the powers described here, the Parties will promptly seek appointment from the appropriate court in [COUNTY, STATE].

6.2 Authority pending appointment. Until a court acts, third parties such as schools and medical providers may rely on this Agreement to the extent permitted by law, and the Guardian will provide a copy on request.

6.3 No waiver of court authority. Nothing in this Agreement limits the authority of a court to act in the best interests of the Ward, including to appoint, remove, or supervise a guardian.

7. Revocation and Termination

7.1 Revocation by Parent. Unless a court orders otherwise, the Parent may revoke this delegation at any time by written notice to the Guardian, effective on receipt or on the date stated in the notice.

7.2 Resignation by Guardian. The Guardian may resign on [NUMBER] days' written notice to the Parent, except that the Guardian will not abandon the Ward and will continue to provide care until the Parent or a court arranges alternative care.

7.3 Transition. On termination, the Guardian will return the Ward and the Ward's property, documents, and records to the Parent or to the person designated by the Parent or the court, and will cooperate in an orderly transition.

7.4 Survival. Obligations to account for the Ward's property and to protect the Ward's confidential information survive termination.

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 appropriate court in [COUNTY, STATE].

8.2 Successor guardian. If the Guardian is unable or unwilling to serve, the Parent designates [SUCCESSOR NAME] as successor guardian, subject to that person's willingness to serve and to any required court approval.

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 and waiver. If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

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 / LEGAL GUARDIAN**GUARDIAN**

Signature: _____

Signature: _____

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

Title: N/A

Title: N/A

Date: _____

Date: _____

Acceptance of Appointment. The undersigned Guardian accepts the appointment and agrees to discharge the duties of guardian in accordance with this Agreement and applicable law.

Guardian Signature: _____ Date: _____

Notary 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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