

# CHILD CUSTODY AGREEMENT WITHOUT COURT

Location: \_\_\_\_\_ Effective Date: \_\_\_\_\_

## PARTIES:

Mother's Full Name: \_\_\_\_\_

Mother's Address: \_\_\_\_\_

Father's Full Name: \_\_\_\_\_

Father's Address: \_\_\_\_\_

## CHILD(REN) INFORMATION:

Child's Full Name(s): \_\_\_\_\_

Date(s) of Birth: \_\_\_\_\_

### 1. PURPOSE

This Agreement sets forth the mutual understandings and agreements between the parties regarding the custody, care, and control of their minor child(ren) named above, without court intervention.

### 2. LEGAL CUSTODY

The parties agree to share legal custody of the child(ren), which includes the right and responsibility to make major decisions regarding health, education, and welfare, in accordance with the best interests of the child(ren).

### 3. PHYSICAL CUSTODY AND VISITATION

Physical custody shall be shared as follows: The child(ren) shall reside primarily with [specify parent], and the other parent shall have reasonable visitation as agreed, including holidays, school vacations, and special occasions.

### 4. PARENTING TIME SCHEDULE

The parties agree to the following parenting time schedule: [Insert detailed weekly, holiday, vacation, and special occasion schedule]. Any changes to this schedule shall be made by mutual agreement.

### 5. DECISION MAKING

Both parents shall confer and agree on major decisions affecting the child(ren)'s health, education, and welfare. In case of disagreement, the parties agree to attempt mediation before pursuing other remedies.

### 6. CHILD SUPPORT

The parties acknowledge that child support obligations are separate from this Agreement and shall be determined pursuant to applicable state law, either by agreement or court order.

### 7. MEDICAL CARE

Each parent shall have the right to access medical, dental, and school records of the child(ren). Both parents shall be promptly informed of any significant medical issues, emergencies, or treatments.

### 8. EDUCATION

The parents shall cooperate in decisions relating to the child(ren)'s education, including choice of schools, extracurricular activities, and special services.

### 9. TRANSPORTATION

The parties agree to share responsibility for transportation of the child(ren) between their homes and agreed visitation locations. Transportation arrangements shall be communicated and coordinated in good faith.

#### **10. RELOCATION**

Neither parent shall relocate the child(ren) to a residence outside of the current school district or more than [specify distance, e.g., 50 miles] without prior written consent of the other parent or court approval.

#### **11. COMMUNICATION**

The parents agree to maintain open and respectful communication regarding the child(ren) and to keep each other informed of significant events and changes in circumstances.

#### **12. DISPUTE RESOLUTION**

In the event of a dispute arising under this Agreement, the parties agree to attempt to resolve the matter through good faith negotiation or mediation before resorting to litigation.

#### **13. MODIFICATION**

This Agreement may be modified only by a written agreement signed by both parties or by court order based on a substantial change in circumstances affecting the best interests of the child(ren).

#### **14. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State in which the child(ren) primarily reside(s).

#### **15. ENTIRE AGREEMENT**

This document contains the entire Agreement between the parties concerning custody and visitation of the child(ren) and supersedes all prior agreements or understandings, whether written or oral.

#### **16. SEVERABILITY**

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

#### **17. VOLUNTARY EXECUTION**

Each party acknowledges that they have entered into this Agreement voluntarily, after having the opportunity to seek independent legal advice.

#### **18. NO WAIVER**

Failure to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision.

#### **19. EFFECTIVE DATE**

This Agreement shall become effective upon execution by both parties.

#### **20. ACKNOWLEDGEMENT**

Both parties acknowledge that they understand the terms of this Agreement, and that it is legally binding and enforceable under applicable United States law.

**MOTHER'S SIGNATURE**

**FATHER'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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