

50 50 CUSTODY AGREEMENT

Location: _____ Effective Date: _____

Parties:

Mother's Full Name: _____

Father's Full Name: _____

Child Information:

Child's Full Name: _____

Date of Birth: _____

1. Custody Arrangement

The parties agree to share joint legal custody and 50/50 physical custody of the minor child(ren) named above, with the best interests of the child(ren) as the paramount concern.

2. Parenting Schedule

The child(ren) shall reside with each parent on an alternating weekly basis, commencing on Monday mornings at 8:00 AM and concluding the following Monday at 8:00 AM, unless otherwise mutually agreed in writing.

3. Decision-Making

Both parents shall jointly make major decisions regarding the child(ren)'s health, education, religion, and general welfare, and shall communicate openly and cooperatively to achieve consensus.

4. Holidays and Special Occasions

The parties shall alternate major holidays and special occasions on a yearly basis, with specific arrangements to be agreed upon in advance and documented in writing.

5. Transportation and Exchanges

The parents shall equally share responsibility for transportation for custody exchanges, with exchange locations and times to be mutually agreed upon to minimize disruption to the child(ren).

6. Communication

The child(ren) shall have reasonable telephone, video, and electronic communication with the non-custodial parent during their time apart, subject to the child's best interests and age.

7. Child Support

The parties acknowledge that child support obligations shall be determined pursuant to applicable state laws, and that this Agreement does not alter, waive, or supersede such obligations.

8. Health Care

Both parents shall have the right to access all medical, dental, psychological, and educational records of the child(ren) and shall share pertinent health information promptly.

9. Education

The parties shall jointly determine the educational placement and extracurricular activities of the child(ren), considering the child's best interests and recommendations of professionals.

10. Relocation

Neither parent shall relocate the child(ren) outside the current school district or more than 50 miles from the child's primary residence without the prior written consent of the other parent or court approval.

11. Dispute Resolution

In the event of disputes arising under this Agreement, the parties agree to first attempt mediation with a mutually agreed-upon mediator before seeking judicial intervention.

12. Modification

This Agreement may be modified only by a written agreement signed by both parties or by court order upon a showing of a substantial change in circumstances affecting the child's best interests.

13. Enforcement

This Agreement is enforceable as a binding contract and may be submitted to the appropriate court for enforcement of its terms.

14. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ without regard to its conflicts of law principles.

15. Entire Agreement

This document constitutes the entire understanding between the parties regarding custody matters and supersedes all prior agreements or understandings, whether written or oral.

16. Voluntary Agreement

Each party acknowledges having read this Agreement carefully, having had the opportunity to consult with independent legal counsel, and entering into this Agreement voluntarily and without coercion.

17. Signatures

The parties hereby execute this Agreement as of the effective date set forth above, intending to be legally bound by its terms.

MOTHER'S SIGNATURE

FATHER'S SIGNATURE

Signature: _____

Signature: _____

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