

CHILD CUSTODY AGREEMENT

1. 1. Parents and Children

This Child Custody and Parenting Agreement (the "Agreement") is made on [EFFECTIVE DATE] between [PARENT ONE FULL NAME], residing at [PARENT ONE ADDRESS], telephone [PARENT ONE PHONE], and [PARENT TWO FULL NAME], residing at [PARENT TWO ADDRESS], telephone [PARENT TWO PHONE]. The Parents are the legal parents of the following child or children: [CHILD ONE FULL NAME, DATE OF BIRTH] and [CHILD TWO FULL NAME, DATE OF BIRTH] (the "Children"). The Parents are [RELATIONSHIP STATUS, e.g., divorced, separated, never married]. This Agreement is intended to be submitted to the [COURT NAME] in [COUNTY AND STATE] for approval and entry as an order, and it replaces any prior parenting arrangement between the Parents, whether written or verbal.

2. 2. Legal Custody and Major Decisions

The Parents will share legal custody as follows: [LEGAL CUSTODY ELECTION, e.g., joint legal custody, with both Parents holding equal authority and responsibility]. Major decisions are those concerning the education of the Children, non-emergency medical, dental, mental health, and orthodontic treatment, religious training and observance, participation in organized sports or activities that carry a physical or scheduling burden, obtaining a driver license, and any surgery or elective procedure. Neither Parent will make a major decision without first consulting the other and giving that Parent a reasonable opportunity, of at least [CONSULTATION PERIOD, e.g., seven days], to respond. If the Parents cannot agree, the matter is handled under Section 13 before either Parent acts. In a genuine emergency, either Parent may authorize necessary treatment and will notify the other Parent as soon as practical and in any event within [EMERGENCY NOTICE PERIOD, e.g., twenty-four hours].

3. 3. Physical Custody and Primary Residence

The Children will reside as follows: [PHYSICAL CUSTODY ELECTION, e.g., primarily with [PARENT NAME], with parenting time to [OTHER PARENT] as set out below / with both Parents on a shared schedule]. For purposes of school enrollment, mailing, and any residency requirement, the address of the Children is [DESIGNATED RESIDENCE ADDRESS]. Each Parent will maintain a suitable residence for the Children with appropriate sleeping arrangements and will keep the other Parent informed of the current address and telephone number for each home. Neither Parent will leave the Children in the care of a third party overnight without notifying the other Parent, and each Parent will offer the other the opportunity described in Section 9 before arranging extended care with a third party.

4. 4. Regular Parenting Time Schedule

During the school year, the Children will spend time with each Parent according to the following schedule: [REGULAR SCHEDULE, e.g., the Children are with [PARENT ONE] from Monday at 8:00 a.m. to Friday at 6:00 p.m., and with [PARENT TWO] from Friday at 6:00 p.m. to Monday at 8:00 a.m. on alternating weekends, plus every Wednesday from 5:00 p.m. to 8:00 p.m.]. During summer vacation, the schedule will be: [SUMMER SCHEDULE]. Any change to the regular schedule requires the agreement of both Parents, confirmed in writing at least [SCHEDULE CHANGE NOTICE, e.g., forty-eight hours] in advance except in an emergency. A Parent who cannot exercise scheduled parenting time will notify the other as soon as possible, and missed time will be made up within [MAKEUP PERIOD, e.g., thirty days] if the Parents agree. Neither Parent will schedule an activity for the Children during the parenting time of the other without prior consent.

5. 5. Holidays, School Breaks, and Special Days

Holiday parenting time takes precedence over the regular schedule. The Parents will alternate the following holidays each year, with [PARENT ONE] taking the odd-numbered years and [PARENT TWO] taking the even-numbered years unless stated otherwise: [HOLIDAY LIST, e.g., New Year Day, spring break, Memorial Day weekend, Independence Day, Labor Day weekend, Thanksgiving, and the winter school break]. The Children will spend [MOTHER DAY ARRANGEMENT] each year and [FATHER DAY ARRANGEMENT] each year. The birthday of each child will be [CHILD BIRTHDAY ARRANGEMENT, e.g., shared, with the non-scheduled Parent having the Children from 5:00 p.m. to 8:00 p.m.]. Holiday periods begin and end at the times stated in Exhibit A, and a holiday period does not shift the alternating weekend rotation that follows it. Religious observances and cultural holidays significant to either family are handled as follows: [RELIGIOUS AND CULTURAL OBSERVANCES].

6. 6. Vacation and Out-of-State Travel

Each Parent may take the Children on vacation for up to [VACATION LENGTH, e.g., fourteen consecutive days] each year, in blocks of no more than [MAXIMUM BLOCK, e.g., seven days] unless the Parents agree otherwise. The traveling Parent will give written notice at least [VACATION NOTICE, e.g., thirty days] in advance including the destination, the dates of departure and return, the address and telephone number of each overnight location, and the flight or travel details. Vacation time takes precedence over the regular schedule but not over a holiday allocated to the other Parent. International travel requires the written consent of both Parents, and the Parents will cooperate in applying for or renewing a passport for each child; the passports will be held by [PASSPORT HOLDER] and released for approved travel. Neither Parent will remove the Children from the State of [HOME STATE] for more than [OUT OF STATE LIMIT, e.g., seven days] without written consent of the other.

7. 7. Exchanges and Transportation

Exchanges of the Children will take place at [EXCHANGE LOCATION, e.g., the residence of the receiving Parent, the school, or a neutral public location] at the times set out in this Agreement. Transportation will be provided as follows: [TRANSPORTATION ARRANGEMENT, e.g., the receiving Parent picks up the Children]. Each Parent will arrive within [GRACE PERIOD, e.g., fifteen minutes] of the scheduled time and will notify the other by [NOTIFICATION METHOD] if delayed. If a Parent is more than [FORFEIT PERIOD, e.g., sixty minutes] late without notice, the other Parent may treat that parenting period as waived. Each Parent will ensure the Children travel with appropriate car seats, restraints, medication, school materials, and clothing, and will return those items with the Children. Neither Parent will use an exchange to discuss adult disputes, and neither will conduct an exchange while impaired.

8. 8. Communication With the Children and Between the Parents

The Children may communicate freely and privately with the Parent they are not currently with, by telephone, video call, or message, at reasonable times and at least [CONTACT FREQUENCY, e.g., once daily between 7:00 p.m. and 8:00 p.m.]. Neither Parent will monitor, record, restrict, or interfere with that contact or discourage the Children from initiating it. The Parents will communicate with each other about the Children through [PARENT COMMUNICATION METHOD, e.g., email or a shared co-parenting application] and will respond to non-urgent messages within [RESPONSE TIME, e.g., forty-eight hours] and to urgent messages promptly. The Parents will maintain a shared calendar for school events, medical appointments, and activities. Neither Parent will discuss litigation, support, or personal grievances with or in front of the Children, will disparage the other Parent or that Parent family, or will use the Children to carry messages.

9. 9. Right of First Refusal and Child Care

If a Parent will be unavailable to care for the Children during that Parent scheduled time for more than [FIRST REFUSAL THRESHOLD, e.g., eight consecutive hours or overnight], that Parent will first offer the time to the other Parent before arranging care with a third party. The offer will be made as soon as the need is known and at least [FIRST REFUSAL NOTICE, e.g., twenty-four hours] in advance where possible, and the other Parent will respond within [FIRST REFUSAL RESPONSE, e.g., four hours]. If the other Parent declines or does not respond, the scheduled Parent may arrange care and is responsible for its cost and for transportation. This provision does not apply to school, day camp, regularly scheduled child care, or time the Children spend with a relative as part of a normal routine. Each Parent will provide the other with the name and contact details of any regular caregiver.

10. 10. Access to Records and Information

Both Parents have equal access to the school, medical, dental, mental health, activity, and religious records of the Children, and each Parent may communicate directly with teachers, physicians, coaches, and providers. Each Parent will provide the schools and providers with contact information so that notices, report cards, and appointment reminders are sent to both. A Parent who receives information not sent to the other, including report cards, notices, injury reports, and school pictures, will forward it within [INFORMATION FORWARDING PERIOD, e.g., three days]. Both Parents may attend school conferences, performances, sporting events, medical appointments, and graduations regardless of whose parenting time it is, unless a court order provides otherwise. Neither Parent will designate the other as anything other than a parent on any school, medical, or emergency form.

11. 11. Relocation of a Parent

A Parent who intends to change the residence of the Children, or to move a distance that would materially affect the parenting schedule, will give the other Parent written notice at least [RELOCATION NOTICE PERIOD, e.g., sixty days] before the intended move. The notice will state the new address, the reason for the move, the proposed revised parenting schedule, and the proposed allocation of travel costs. The Parents will attempt to agree on a revised schedule during that notice period and will use mediation under Section 13 if they cannot. Neither Parent will relocate the Children outside [RELOCATION RADIUS, e.g., a fifty-mile radius of the current residence] or outside the State of [HOME STATE] without the written consent of the other Parent or an order of the court. Each Parent will also notify the other of any change of address, telephone number, or email within [ADDRESS CHANGE NOTICE, e.g., seven days].

12. 12. Financial Matters and Child-Related Expenses

Child support is not set by this Agreement and will be determined under the child support guidelines of the State of [GOVERNING STATE] by agreement of the Parents or by order of the court. Health, dental, and vision insurance for the Children will be maintained by [INSURING PARENT] for as long as coverage is available at reasonable cost. Unreimbursed medical, dental, orthodontic, vision, mental health, and prescription expenses will be shared [MEDICAL EXPENSE SPLIT, e.g., 50/50], with receipts submitted within [SUBMISSION PERIOD, e.g., thirty days] and reimbursement made within [REIMBURSEMENT PERIOD, e.g., thirty days]. Extracurricular activities, camps, tutoring, school fees, and similar costs will be shared [ACTIVITY EXPENSE SPLIT] provided both Parents agreed to the activity in writing in advance; a Parent who enrolls a child in an activity without that agreement pays for it. Each Parent pays for routine expenses such as food, clothing, and entertainment during that Parent own parenting time.

13. 13. Dispute Resolution and Modification

If the Parents disagree about the interpretation or application of this Agreement, they will first discuss the matter

directly, in writing where practical, within [DISCUSSION PERIOD, e.g., seven days] of the issue arising. If that does not resolve it, the Parents will attend mediation with a neutral family mediator in [MEDIATION LOCATION] before either Parent files a motion, sharing the cost [MEDIATION COST SPLIT]. This requirement does not apply where a child is at risk of harm or emergency relief is needed. The Parents may modify this Agreement by a written document signed by both, and they acknowledge that a modification affecting custody, parenting time, or support is not binding on the court until it is approved and entered as an order. Either Parent may ask the court to modify this Agreement on a substantial change in circumstances, and the court will decide the matter based on the best interests of the Children. The Parents will review this Agreement together at least once every [REVIEW INTERVAL, e.g., two years] and as the Children reach new school stages.

14. 14. Signatures and Court Approval

By signing below, each Parent confirms having read this Agreement in full, having entered into it voluntarily and without coercion, and believing its terms to be in the best interests of the Children. The Parents jointly request that the court approve this Agreement and enter it as an order. PARENT ONE: [PARENT ONE FULL NAME].

Signature: _____. Date: [DATE]. PARENT TWO: [PARENT TWO FULL NAME].

Signature: _____. Date: [DATE]. State of [STATE], County of [COUNTY]. On [NOTARY DATE], before me personally appeared the above-named individuals, known to me or satisfactorily identified, who acknowledged that they signed this Agreement as their free act and deed. Notary Public:

_____. My commission expires: [EXPIRATION DATE].

15. Disclaimer

This template is provided for general informational purposes only and is not legal advice. Child custody is governed by the law of the state where the children reside, and a signed agreement between parents does not bind a court. A judge reviews any parenting plan against the best interests of the children and may modify or reject terms, and child support must be calculated under the applicable state guidelines rather than set by private agreement. Filing requirements, mandatory parenting classes, and relocation rules also vary by state and county. Have this document reviewed by a licensed family law attorney in your state before submitting it. Use of this template does not create an attorney-client relationship with ScanContract.