

# CALIFORNIA CHILD CUSTODY AGREEMENT

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

## PARTIES

This Child Custody Agreement (the "Agreement") is made between:

Parent 1 Name: \_\_\_\_\_

Parent 1 Address: \_\_\_\_\_

Parent 1 Phone/Email: \_\_\_\_\_

Parent 2 Name: \_\_\_\_\_

Parent 2 Address: \_\_\_\_\_

Parent 2 Phone/Email: \_\_\_\_\_

## CHILDREN COVERED BY THIS AGREEMENT

Full Name(s) and Date(s) of Birth: \_\_\_\_\_

Additional Children (if any): \_\_\_\_\_

## CUSTODY AND VISITATION

Legal Custody: \_\_\_\_\_

Physical Custody: \_\_\_\_\_

Visitation Schedule:

The non-custodial parent shall have reasonable visitation rights, including but not limited to weekends, holidays, school vacations, and other times as mutually agreed. All visitation shall be conducted in a manner consistent with the best interests of the child(ren).

## DECISION MAKING

Both parents shall share joint legal custody and shall confer on all major decisions regarding the child(ren)'s health, education, welfare, and religious upbringing. Neither parent shall make major decisions without consulting the other, except in emergencies.

## TRANSPORTATION AND EXCHANGE

Each parent shall be responsible for transporting the child(ren) at the beginning and end of their custodial time unless otherwise agreed in writing. Exchanges shall occur at mutually agreed locations and times designed to minimize disruption to the child(ren).

## COMMUNICATION

The child(ren) shall have reasonable telephone, video, and electronic communication with the non-custodial parent during reasonable hours. Both parents shall facilitate such communications and encourage a positive relationship with the other parent.

## CHILD SUPPORT AND EXPENSES

Child support shall be paid in accordance with California law. Both parents agree to share reasonable and necessary expenses related to the child(ren)'s health care, education, extracurricular activities, and other needs as detailed herein or as mutually agreed.

Additional Expenses and Agreement: \_\_\_\_\_

### **HEALTHCARE**

Both parents shall have access to the child(ren)'s medical records and shall consult each other regarding major health decisions. Medical insurance shall be maintained as agreed, with costs shared accordingly.

### **RELIGIOUS AND EDUCATIONAL MATTERS**

Decisions regarding the child(ren)'s education and religious upbringing shall be made jointly by the parents. Both parents shall encourage the child(ren) to maintain a positive relationship with extended family and community.

### **MODIFICATION**

This Agreement may be modified only by a written agreement signed by both parents or by court order. Any modifications shall be in the best interests of the child(ren).

### **DISPUTE RESOLUTION**

In the event of any disagreement regarding this Agreement, the parties agree to first attempt mediation or other alternative dispute resolution methods before seeking court intervention.

### **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law principles.

### **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties regarding child custody and supersedes any prior understandings, agreements, or representations.

### **SEVERABILITY**

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

### **SIGNATURES**

By signing below, the parties agree to the terms set forth in this Child Custody Agreement.

**PARENT 1 SIGNATURE**

**PARENT 2 SIGNATURE**

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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