

IN THE SUPERIOR COURT OF \_\_\_\_\_ COUNTY  
STATE OF GEORGIA

\_\_\_\_\_  
Petitioner, \*  
\* Civil Action No. \_\_\_\_\_  
\*  
vs. \*  
\*  
\*  
\_\_\_\_\_  
Respondent. \*

**CUSTODY AGREEMENT**

This is an Agreement by and between \_\_\_\_\_, hereinafter referred to as the "Father", and \_\_\_\_\_, hereinafter referred to as the "Mother/

WHEREAS, the parties desire to settle between themselves all questions regarding child custody, visitation, child support, and all other rights and obligations arising out of their former relationship.

WHEREAS the parties have \_\_\_\_ minor children together, who are listed below:

<u>Child's Name</u>	<u>Year of Birth</u>
_____	_____
_____	_____
_____	_____
_____	_____

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

**1. NON-INTERFERENCE WITH PARENTAL RELATIONSHIP**

The parties agree that the welfare of the child(ren) is of paramount importance and each agrees to foster and encourage a feeling of affection between themselves and the child(ren). Neither party shall do anything to hamper the natural development of the children's love and respect for the other party.

\_\_\_\_\_  
Mother Initials

\_\_\_\_\_  
Father Initials

## 2. LEGAL AND PHYSICAL CUSTODY

*[Check **only one** of the following, either (a), (b), or (c)]*

(a) The *[check one of the following]*  father  mother shall have temporary and permanent legal and physical custody of the minor child(ren) born as issue of the marriage.

(b) The Father and Mother shall share joint legal custody of the minor child(ren). The parties shall share decision-making concerning the children; however, the *[check only one of the following]*  Father  Mother shall have the right to make the final decision in the event the parties cannot agree.

Primary physical custody of the minor child(ren) shall be with the *[check only one of the following]*  Father  Mother.

Secondary physical custody shall be with the *[check only one of the following]*  Father  Mother.

(c) The Father and Mother shall share joint legal custody and joint physical custody of the minor child(ren).

## 3. VISITATION SCHEDULE

The *[check only one of the following]*  Father  Mother shall have the right of visitation with the minor children as set forth in the *Parenting Plan* attached hereto and thereby incorporated.

#### 4. COOPERATION AND CONSULTATION

This Agreement cannot provide for every possible detail with respect to the custody of the child(ren). In that regard, the parties agree to cooperate and consult with each other so as to carry out visitation in a manner conducive to the best interests of the child(ren). Neither party shall attempt to influence any of the child(ren) not to love and respect the other parent. Each party agrees to keep the other informed as to the health and whereabouts of the child(ren) while having custody of or visitation with the child(ren).

#### 5. CHANGE OF RESIDENCE

In the event of any change of residence on the part of either party herein so long as the custody and visitation provisions of this Agreement are in effect, said party changing his or her residence shall notify the other party at least thirty (30) days in advance of the intent to change residence and of the location of the new residence and shall furnish to him or her the complete new address and, as soon as determined, the new telephone number at the residence. Said notification shall be in writing.

#### 6. CHILD SUPPORT

The [check one of the following]  Father  Mother shall pay to the [check one of the following]  Father  Mother, as support for the minor child(ren), the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) per [check one of the following]

week  bi-weekly  month thereafter until each respective child reaches the age of eighteen (18), or so long as the child is enrolled in and attending secondary school (not to exceed age twenty (20)), marries, dies, or becomes otherwise emancipated.

The Child Support Addendum, Worksheets and Schedules are attached hereto and hereby incorporated.

**7. HEALTH INSURANCE**

*[You must check and complete either (a) or (b); but do not check both (a) and (b).*

*(c) is optional, and may be combined with either (a) or (b).]*

(a) The (Petitioner or Respondent) \_\_\_\_\_ shall maintain a policy of medical, dental and hospitalization insurance for the benefit of the minor children, until each child reaches the age of eighteen, dies, marries, or otherwise becomes emancipated; except that if a child becomes eighteen years old while enrolled in and attending secondary school on a full-time basis, then the insurance shall continue for the child until the child has graduated from secondary school or reaches twenty years of age, whichever occurs first.

(1) The parent who maintains the insurance shall provide the other parent with an insurance identification card or such other acceptable proof of insurance coverage and shall cooperate with the other parent in submitting claims under the policy.

(2) All money received by one of the parties for claims processed under the insurance policy shall be paid to the other party (if that other party paid the applicable health care service provider) or to the applicable health care provider within five (5) days of the party receiving the money, if the provider has not been paid by one of the parties.

(b) Insurance is not available to either party at a reasonable cost. If health insurance for the children later becomes available to the parent who is required to pay child support under this *Settlement Agreement*, then that parent must obtain the insurance unless it is then being provided by the other parent. When insurance has been obtained by either party, Paragraphs 7 (a)(1) and (2) shall apply.

(c) The parent who maintains the insurance shall provide verification of the amount paid for the children’s share of the cost of medical, dental and hospitalization insurance.

\_\_\_\_\_  
Mother Initials

\_\_\_\_\_  
Father Initials

The other parent shall reimburse the parent who maintains the insurance for \_\_\_\_\_% of the cost within fifteen (15) days after receiving the verification.

**8. OTHER HEALTH CARE EXPENSES FOR THE CHILDREN**

*[Check and complete either (a), (b) or (c); or both (a) and (b) together.*

*Do not check (c) if you check either (a) or (b).]*

(a) The (Petitioner or Respondent) \_\_\_\_\_ shall be responsible for all expenses incurred for the children’s health care (including medical, dental, mental health and hospital care) that are not covered by insurance. The other parent shall provide verification to the (Petitioner or Respondent) \_\_\_\_\_ of amounts paid or incurred for the children’s health care. The (Petitioner or Respondent) shall reimburse the other parent or pay the health care provider directly within fifteen (15) days after receiving the verification of a particular health care expense.

(b) The (Petitioner or Respondent) \_\_\_\_\_ shall pay \_\_\_\_\_% and the (Petitioner or Respondent) \_\_\_\_\_ shall pay \_\_\_\_\_% of all expenses incurred for the children’s health care (including medical, dental, mental health and hospital care) that are not covered by insurance. The party who incurs a health care expense for one of the children shall provide verification of the amount to the other party. That other party shall reimburse the incurring party (or pay the health care provider directly) for the appropriate percentage of the expense, within fifteen (15) days after receiving the verification of a particular health care expense.

(c) The parties are not asking the Court to address the issue of the children’s uncovered health care expenses in this action.

**9. VOLUNTARY AGREEMENT**

The parties acknowledge that they have entered into this Agreement freely and voluntarily and that it is not the result of any duress or any undue influence.

**10. ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the parties. There are no representations, warranties, covenants, or undertaking other than those expressly set forth herein.

Sworn to and subscribed to before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Petitioner, *Pro Se*

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Petitioner (*print*)

Sworn to and subscribed to before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Respondent, *Pro Se*

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Respondent (*print*)

\_\_\_\_\_ v. \_\_\_\_\_, County \_\_\_\_\_

Case Number: \_\_\_\_\_

\_\_\_\_\_  
Mother Initials

\_\_\_\_\_  
Father Initials