

## 50/50 JOINT CUSTODY AGREEMENT

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

### Parties:

Custodial Parent 1 Full Name: \_\_\_\_\_

Custodial Parent 1 Government ID / Driver License No.: \_\_\_\_\_

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

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

Custodial Parent 2 Full Name: \_\_\_\_\_

Custodial Parent 2 Government ID / Driver License No.: \_\_\_\_\_

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

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

### Child(ren) Information:

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

### Custody Arrangement:

The parties agree to joint legal and physical custody of the child(ren) listed above with the following terms. Both parents shall share equally the rights and responsibilities concerning the child(ren)'s health, education, and welfare. Physical custody shall be shared equally, with the child(ren) spending approximately 50% of their time with each parent as mutually agreed or as ordered by a court of competent jurisdiction.

### Parenting Time Schedule:

The parties shall establish a parenting time schedule that provides for equal time with each parent. This schedule shall be flexible to accommodate the child(ren)'s best interests and the parents' work and personal commitments. Holidays, birthdays, vacations, and special occasions shall be shared or alternated fairly between the parents.

### Decision Making:

Both parents shall confer and agree on all major decisions affecting the child(ren), including but not limited to education, health care, religious upbringing, and extracurricular activities. In the event of disagreement, the parties agree to seek mediation before pursuing court intervention.

### Communication:

The parents agree to maintain open and respectful communication concerning the child(ren) and shall share information promptly about the child(ren)'s health, education, and welfare. Each parent shall encourage the child(ren) to have a positive relationship with the other parent.

### Expenses:

Expenses related to the child(ren), including but not limited to medical, dental, educational, and extracurricular activities, shall be shared equally by the parties unless otherwise agreed in writing. Each parent shall provide receipts and documentation as reasonably requested.

**Relocation:**

Neither parent shall relocate the child(ren) outside the current school district or more than 50 miles from the child(ren)'s current residence without prior written consent of the other parent or court approval. In the event of proposed relocation, the parties agree to negotiate in good faith to modify this Agreement as necessary to serve the best interests of the child(ren).

**Dispute Resolution:**

The parties agree that any disputes arising under this Agreement shall first be submitted to mediation. If mediation fails, the parties may seek resolution through the courts of competent jurisdiction. Each party shall bear its own attorney fees and costs unless otherwise ordered by the court.

**Modification:**

This Agreement may be modified only by a written agreement signed by both parties or by court order. Any oral modifications shall be unenforceable.

**Governing Law:**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, United States. The parties consent to the exclusive jurisdiction of the state and federal courts located in \_\_\_\_\_ County, \_\_\_\_\_.

**Entire Agreement:**

This Agreement constitutes the entire agreement between the parties regarding joint custody and supersedes all prior agreements, understandings, and representations. No waiver or modification shall be effective unless in writing and signed by both parties.

**Severability:**

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

**CUSTODIAL PARENT 1 SIGNATURE**

**CUSTODIAL PARENT 2 SIGNATURE**

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

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

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