# CHILD SUPPORT AGREEMENT

This Child Support Agreement (this "Agreement") is made between _____, of _____ ("Parent 1"), and _____, of _____ ("Parent 2") (each a "Parent"). It takes effect on the date the last Parent signs it.

**1. BACKGROUND**

Check one: [ ] The Parents are divorcing, separating or living apart. [ ] The Parents have never been married to each other, and parentage of the Children is established by _____. [ ] The Parents are changing the support order entered on _____ by _____, Case No. _____ (the "Existing Order"), which stays in effect until the court approves the change. [ ] No court case about support is pending.

The Parents understand that a court usually has to approve child support terms and enter them in an order before they can be enforced as child support; that the child support guidelines of the State of _____ apply and the court will compare the amount in this Agreement with the guideline amount; and that neither Parent can waive, trade away or limit the Children's right to support.

**2. THE CHILDREN**

This Agreement provides for the support of the following children (the "Children"): _____, born _____; _____, born _____; _____, born _____.

The Children live mainly with _____. This Agreement does not set custody or parenting time. Support is owed whether or not parenting time takes place, and neither Parent will deny parenting time because support is late.

**3. CHILD SUPPORT**

_____ (the "Paying Parent") will pay _____ (the "Receiving Parent") child support of $_____ per [ ] month [ ] two weeks [ ] week for all of the Children together. The first payment is due on _____.

The guideline amount for the same period is about $_____. If this Agreement sets a different amount, the reasons are: _____. The Parents understand that the guideline amount is presumed correct and that the court may approve a different amount only if it finds that applying the guidelines would be unjust or inappropriate.

Payments will be made [ ] through the state disbursement unit or child support agency, as the court order directs [ ] directly by _____, with a record of each payment. Each payment is owed in full when due and will not be withheld because of any dispute.

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**4. HEALTH CARE AND SHARED COSTS**

_____ will keep the Children covered by health insurance, including dental and vision coverage, where available at reasonable cost through an employer or other group plan.

The following costs will be shared [ ] equally [ ] in proportion to the Parents' incomes [ ] in these shares: _____: uncovered health care costs; work-related child care; school costs through high school; and extracurricular activities both Parents approve in writing in advance. A Parent who pays a shared cost will give the other a copy of the bill and proof of payment within 30 days, and the other Parent will pay his or her share within 30 days.

**5. TAX BENEFITS**

Each year the Children may be claimed as dependents by [ ] the custodial parent under federal tax law [ ] _____ [ ] Parent 1 in odd years and Parent 2 in even years. When the claiming Parent is not the custodial parent, the custodial parent will sign IRS Form 8332, or a similar statement federal tax law accepts, by February 15 of the following year.

**6. DURATION AND CHANGES**

Support for each Child continues until [ ] the duty of support ends under state law [ ] the Child reaches age _____, or any later date state law requires. Support also ends if the Child dies, is emancipated or the court orders it to end. Support already due remains owed.

Support may be changed only by a written agreement approved by the court, or by a court order. Each Parent will tell the other in writing within 30 days of a change of address, employer or the Children's health insurance, and will share proof of income when support is reviewed.

**7. COURT APPROVAL AND GENERAL TERMS**

The Parents will submit this Agreement to _____ (court) and ask it to approve the Agreement and enter a support order on its terms. Until a court approves it, this Agreement cannot be enforced as a support order. If the court does not approve a term, the court's order controls.

This Agreement is governed by the law of the State of _____. It is the Parents' complete agreement about the support of the Children. If a court finds any part invalid, the rest stays in effect. Each Parent signs voluntarily and has had the chance to have a lawyer review it.

Additional terms: _____

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**SIGNATURES**

**Parent 1**

Signature: _____ Date: _____

Printed Name: _____

**Parent 2**

Signature: _____ Date: _____

Printed Name: _____

**NOTARY ACKNOWLEDGMENT**

State of _____, County of _____. On _____, before me, the undersigned notary public, personally appeared _____ and _____, who proved to me on the basis of satisfactory evidence to be the persons whose names are signed on this Child Support Agreement, and acknowledged signing it voluntarily for its stated purpose.

Signature of Notary Public: _____ Printed name: _____ My commission expires: _____ (Seal)

California and New York notaries must attach their state's statutory acknowledgment certificate instead of this one.

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