

Joint Custody Agreement

THIS JOINT CUSTODY AGREEMENT (this "Agreement" or this "Joint Custody Agreement") is made and entered into as of [DATE], by and between [WIFE'S NAME], residing at [ADDRESS] ("Wife"), and [HUSBAND'S NAME], residing at [ADDRESS] ("Husband").

RECITALS

WHEREAS, the Parties were married on [DATE]; and

WHEREAS, [CHILD] was born of the marriage as of [DATE] and is a minor as of the date of this Agreement; and

WHEREAS, the Parties separated in their marriage due to irreconcilable differences as of [DATE]; and

WHEREAS, the Parties both wish to set forth their agreement with respect to joint custody of [CHILD];

Now, therefore, in consideration of the foregoing, and the mutual covenants contained herein, Husband and Wife mutually agree to the following:

1. **JOINT CUSTODY.**

[CHILD] shall be in the joint custody of both Wife and Husband, with each having him [NUMBER] days at a time. Exchanges of custody shall occur on [DAY] at [TIME].

2. **PRIMARY CUSTODY.**

Wife shall have primary custody of [CHILD] from [DAY] to [DAY] and Husband shall have primary custody of [CHILD] from [DAY] to [DAY].

3. **EXCHANGES.**

Exchanges in custody shall take place at [LOCATION] at [TIME]. Both Parties shall provide their own transportation to [LOCATION].

4. **HOLIDAYS.**

Notwithstanding the foregoing, Wife shall have primary custody on those holidays referenced in "List 1" below during the first year of this Agreement and every "odd" number year thereafter, and primary custody on those holidays referenced in "List 2" below during the second year of this Agreement and every "even" number year thereafter. Reciprocally, Husband shall have primary custody on those holidays referenced in "List 2" below during the first year of this Joint Custody Agreement and every "odd" number year thereafter, and primary custody on those holidays referenced in "List 1" below during the second year of this Agreement and every "even" number year thereafter.

List 1:

List 2:

5. **VACATIONS.**

Husband and Wife shall each have up to 2 weeks per year for vacationing with [CHILD], independent of the other. Vacation plans must be disclosed by each Party to the other at least [NUMBER] calendar days in advance of any such vacation. In case of an emergency, each Party shall ensure that the other has contact information where [CHILD] may be reached during any such vacation.

6. **SCHOOL BREAKS.**

School breaks shall not have any bearing on the custody schedule or custody exchanges described in this Joint Custody Agreement.

7. **CHILD CARE.**

Husband and Wife shall both ensure that the other's contact information is provided to all child care professionals.

8. EDUCATION & EXTRACURRICULAR ACTIVITIES.

[CHILD] shall attend school in [DISTRICT] in [STATE] prior to any post-secondary education. Both Parties will be permitted access to [CHILD]'s school records, and both Parties shall be included on all emergency and pick-up lists. In addition, Husband and Wife shall each be responsible for [CHILD]'s transportation to and from school and extracurricular activities when they have custody.

9. HEALTHCARE.

Both Parties will be permitted access to [CHILD]'s medical records, including any medical bills. In addition, all major medical decisions will be mutually agreed by the Parties.

10. VISITATION RIGHTS.

While in the custody or care of one Party, the other shall have reasonably liberal visitation rights.

11. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the Parties related to its subject matter. Any modification or change to this Agreement must be in written form, duly signed by both Parties. This Agreement shall be binding on the Parties and their heirs, next of kin, executors, and administrators.

In Witness Whereof, the Parties have caused this Marital Settlement Agreement to be duly executed and effective as of the Effective Date.

[WIFE NAME]

DATE

[HUSBAND NAME]

DATE