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CUSTODY AGREEMENT

the State of Alabama

BACKGROUND:

A. This Custody Agreement is for the child of the following Parties:

B. There is 1 child of the union between the Parties, as follows:

_____, born on _____

I. CHILD CUSTODY AND VISITATION

1. The Parties agree to amend and modify the current custody and parenting time arrangement.

2. The Parties agree that the child will reside with both parents.

3. The Parties also agree to the following visitation and parenting time schedule:

a. Regular Visitation Schedule:

b. Vacation and Holiday Schedule:

4. The Parties agree to a sole custody arrangement where _____ is granted sole legal custody and has the primary right to decide matters of welfare, education, and health in the child's best interests. The other parent may make emergency decisions regarding the health or safety of the child when the child is in their physical care and control. The Parties agree that granting sole legal custody to one Party will not deprive the non-custodial Party, _____, of access to and information regarding the child.

5. The Parties agree that _____ will be responsible for all costs associated with transporting the child to and from all visitations.

6. The Parties agree that neither Party will change the residence of the child without adequate prior written notification. The Parties further agree that this visitation and custody agreement will be revisited and reassessed if either Party relocates and the new residence makes the current agreement impossible or unfeasible to manage. The Parties agree to provide one another with their current phone number and physical address for the purposes of coordination and scheduling.

II. CHILD SUPPORT AND FINANCIAL ARRANGEMENTS

7. The Parties recognize that there is a current child support order determined by _____ under the docket/case number _____. Under this order, _____ is responsible for paying child support in the amount of \$2 (two dollars). That court maintains continuing and exclusive jurisdiction over the child support case. A copy of all orders related to child support is attached.

8. The Parties have agreed to amend their current child support order and acknowledge that their proposed change will not be legally binding until the Court has changed the current support order. The current child support order must be obeyed until the court has approved any change the Parties wish to make.

9. The Parties agree that _____ will pay child support in the amount of \$2 (two dollars) monthly.

10. Child support payments will begin on _____ and will be paid on the 1st (first)

of each month.

11. The Parties agree to provide each other with a copy of their income tax returns and any other notices of assessment or reassessment issued, as necessary and relevant to planning child support and parenting time arrangements, on an annual basis.

12. _____ will maintain health insurance, including medical and dental coverage, for the benefit of the child.

13. _____ will pay a total of \$2 (two dollars) at the same frequency as the regular child support payments to cover the following additional child-related expenses:

14. Payments for these additional expenses will be arranged according to the same schedule as the payment of regular child support.

15. Subject to the laws of Alabama, child support payments, child care costs, additional child-related expenses, and the maintenance of health insurance will continue until the child is over the age of majority (18 years old).

III. ADDITIONAL COORDINATION DETAILS

16. Both Parties are entitled to important information regarding the child including, but not limited to, the current address and telephone number, education, medical, governmental agency, psychological, and law enforcement records.

17. Information about the child's progress in school and any school activities is equally available to both Parties. Both Parties are encouraged to consult with school staff regarding the child's welfare and education.

18. Both Parties will immediately notify each other regarding any emergency circumstances or substantial changes in the health of the child.

19.

20.

21.

IV. GENERAL PROVISIONS

22. The Parties will promptly sign and give to the other all documents necessary to give effect to the terms of this Agreement.

23. This Agreement contains the entire agreement between the Parties about their relationship with each other. It replaces any earlier written or oral agreement between the Parties.

24. Should any portion of this Agreement be held by a court of law to be invalid, unenforceable, or void, such holding will not have the effect of invalidating or voiding the remainder of this Agreement, and the Parties agree that the portion so held to be invalid, unenforceable, or void, will be deemed amended, reduced in scope, or otherwise stricken only to the extent required for purposes of validity and enforcement in the jurisdiction of such holding.

25. In the event that a dispute arises regarding this Agreement, the Parties will try to resolve the matter through negotiation or mediation before initiating a court action.

26. Notwithstanding that the Parties acknowledge and agree that their circumstances at the execution of this Agreement may change for any reason, including but without limiting the generality of the foregoing, the passage of years, it is nonetheless their intention to be bound strictly by the terms of this Agreement at all times.

27. This Agreement creates a fiduciary relationship between the Parties in which each Party agrees to act with the utmost of good faith and fair dealing toward the other in all aspects of this Agreement.

28. The Parties agree to provide and execute such further documentation as may be reasonably required to give full force and effect to each term of this Agreement.

29. The headings of this Agreement form no part of it and have been included only for convenience.

30. This Agreement will be binding upon and will ensure to the benefit of the Parties, their respective heirs, executors, administrators, and assigns.

31. If the Parties reconcile, the terms of this Agreement will remain in effect unless the Parties revoke it in writing.

32. This Agreement may only be terminated or amended by the Parties in writing

signed by both of them.

33. The law of Alabama will govern the interpretation of this Agreement.

IN WITNESS WHEREOF the Parties have duly affixed their signatures.

SIGNED by _____:

DATE

In the presence of:

WITNESS

WITNESS

SIGNED by _____:

DATE

In the presence of:

WITNESS

WITNESS

ACKNOWLEDGMENT

State: _____

County: _____

I, Attorney, within and for said County and State, do certify that on this day came before me, _____, personally known to me, whose name is signed to the foregoing Child Custody Agreement and that _____ entered into this Child Custody Agreement of their own free will and volition without any force or duress by any Party.

Given my hand and seal this _____ day of _____, _____.

ATTORNEY

ACKNOWLEDGMENT

State: _____

County: _____

I, Attorney, within and for said County and State, do certify that on this day came before me, _____, personally known to me, whose name is signed to the foregoing Child Custody Agreement and that _____ entered into this Child Custody Agreement of their own free will and volition without any force or duress by any Party.

Given my hand and seal this _____ day of _____, _____.

ATTORNEY