

IN THE CIRCUIT COURT OF CALHOUN COUNTY, ALABAMA

***,

Plaintiff,

vs.

***,

Defendant.

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Case No.: DR ****_***

AGREEMENT

This AGREEMENT made and entered into on this the ____ day of _____, 200__, by and between [PLAINTIFF'S NAME], and hereinafter referred to as HUSBAND/WIFE, and [DEFENDANT'S NAME], hereinafter referred to as HUSBAND/WIFE;

WITNESSETH:

WHEREAS, the parties hereto have been husband and wife; and

WHEREAS, the said parties have come to the conclusion that, under the circumstances now existing, it is impractical for them to live together as husband and wife; and

WHEREAS, the WIFE is not pregnant at the present time; and

WHEREAS, the parties hereto desire to settle between themselves such matters as the division of property and assumption of debts, they mutually agree to separate and will live separate and apart under the following expressed terms and conditions.

1. **SEPARATE LIVES.** The parties shall live separate and apart from each other the remainder of their natural lives, and neither shall have any right in any way to control the personal action or conduct of the other, or to complain about such action or conduct, and neither shall, in any way, molest, disturb or trouble the other.
2. **PERSONAL PROPERTY.** The HUSBAND and WIFE shall have the personal property in their respective possession.
3. **DEBTS.** The HUSBAND and WIFE shall pay the debts incurred in their respective names and further agrees to indemnify and hold the other harmless for the same.
4. **CHILD:** There was one (1) minor child born of the parties, namely **MINOR CHILD A**, whose date of birth is _____.
5. **TAXES:** The parties shall share the right to claim the minor child on the federal and state income taxes by alternating each year. The WIFE shall claim the minor child in odd numbered years and the HUSBAND shall claim the minor child in even numbered years.
6. **CHILD CARE EXPENSES:** The parties do not currently have child care expenses for the minor child. The parties agree that should they incur child care expenses that will pay one-half (1/2) of all child care expenses so long as the child care expenses do not exceed \$75.00 per

week. If the child care expenses exceed \$75.00 per week, the amount above \$75.00 per week will be the responsibility of the WIFE.

7. CUSTODY AND VISITATION.

A. **Custody:** The WIFE is hereby granted the general care, custody and control of the parties' minor child, subject to the HUSBAND's right of visitation. However, the exercise of this primary authority is not intended to negate the responsibility of both parties to notify and communicate with each other. In regard to decisions involving medical or dental emergencies, the parent having actual physical custody shall be authorized to obtain any emergency treatment necessary, without the mutual consent of both parties. Each party shall notify the other as to the dates and times of all conferences, programs or events relating to academic, religious, civic, athletic, and any other activities of the minor child, so as to afford both parties an opportunity to participate in such activity.

B. **Visitation:** The HUSBAND's specific visitation is as follows:

1. First, third, and fifth weekends of each month from Friday at 6:00 p.m. until Sunday at 6:00 p.m. beginning the first weekend of the month following the date of this Order. A first or fifth weekend is defined as a weekend in which both a Saturday and Sunday are in the same month.
2. One night each week. Visitation shall be Thursday night or as agreed upon by the parties.
3. Four weeks in the summer months of June, July, or August to be chosen by the HUSBAND. A week is defined as from Monday thru Friday and shall run concurrent with the HUSBAND's weekend visitation. (i.e. from Friday at 6:00 p.m. until Friday at 6:00 p.m. or from, Sunday at 6:00 p.m. until Sunday at 6:00 p.m.) Unless agreed upon by the parties, the weeks shall not be consecutive. The HUSBAND shall give reasonable advance notice to the custodial parent. The non-custodial parent's obligation to pay support shall not abate during the periods of summer visitation.
4. One week during the Christmas holidays, from 12:00 noon on December 26 until 6:00 p.m. on January 2. If the child is in school, the HUSBAND shall have the child from the day that school is out at 6:00 p.m. until 2:00 p.m. on Christmas Day in even numbered years and from 2:00 p.m. on Christmas Day until the day before school commences at 6:00 p.m. in odd numbered years. School is defined as the school system in which the child is enrolled.
5. Thanksgiving holiday in even-numbered years from 6:00 p.m. the Tuesday before Thanksgiving until 6:00 p.m. on Friday, unless said holiday falls on the HUSBAND's weekend, in which case, said time shall end at 6:00 p.m. on the Sunday immediately following the Thanksgiving holidays.
6. From 8:00 a.m. until 6:00 p.m. on alternate major holidays consisting of Easter, Fourth of July, Memorial Day, Labor Day, and the child's birthday. The HUSBAND shall have the child for Easter and Memorial Day in even numbered years and for the Fourth of July, Labor Day and the child's birthday in odd numbered years. Should said holiday placement fall on a Monday following the HUSBAND'S regularly scheduled weekend placement then the HUSBAND shall have the child from 6:00 p.m. on Friday until 6:00 p.m. on Monday.

7. The HUSBAND shall have the child for one week during the spring to coincide with the time when the school system where the child lives takes their Spring Break, whether the child is enrolled in school or not, in even numbered years and the WIFE shall have the child in odd numbered years. The week is defined as from Monday thru Friday and shall run concurrent with the party's weekend placement (i.e., from Friday at 6:00 p.m. until Friday at 6:00 p.m. or from Sunday at 6:00 p.m. until Sunday at 6:00 p.m.
8. The HUSBAND shall have the child for one week during the fall to coincide with the time when the school system where the child lives takes their Fall Break, whether the child is enrolled in school or not, in even numbered years and the WIFE shall have the child in odd numbered years. The week is defined as from Monday thru Friday and shall run concurrent with the party's weekend placement (i.e., from Friday at 6:00 p.m. until Friday at 6:00 p.m. or from Sunday at 6:00 p.m. until Sunday at 6:00 p.m.
9. The HUSBAND shall have the child for Father's Day each year from 6:00 p.m. on Saturday until 6:00 p.m. on Sunday.
10. The WIFE shall have the child for Mother's Day each year from 6:00 p.m. on Saturday until 6:00 p.m. on Sunday.
11. In the event a non-custodial parent loses a placement period due to illness or activities of the child, that parent shall be allowed to make up said loss on the following weekend.
12. The holiday placement schedule takes precedent over regularly scheduled weekend placement periods.
13. The schedule of placement may be changed by mutual agreement between the parties.
14. When the minor child is with one party and that party has the need for child care, then the parties shall each provide the other with the first option of keeping the child.

8. RELOCATION OF CHILD.

A. If the WIFE intends to change her residence and that of the minor child, outside of the State of Alabama, or a distance of 100 miles from their current residence, she must give written notice by certified mail to the HUSBAND, not less than sixty (60) days prior to the intended date of move. Said notice shall contain the following: (a) The complete street address; (b) The telephone number; (c) The purpose of relocation.

B. If the WIFE intends to change her residence and that of the minor child, a distance of less than 100 miles within the State of Alabama, she must give written notice by certified mail within thirty (30) days prior to the intended date of change, giving new address of residence to the HUSBAND. In the event the WIFE did not know or could not have known of the change within the thirty (30) days period, then the notice must be given on the first day that the WIFE knew or should have known of the change.

C. Said notice shall also be required whenever either parent removes the child from access to the other parent for any period that would interfere with the other parent's court ordered contact with the minor child, except as specifically set forth herein.

9. BEST INTEREST OF THE CHILD.

A. The parties shall at all times conduct themselves and their activities in a proper manner which will promote the welfare and best interest of the child. Further, each party shall attempt to insure that the child is allowed unhampered contact and free access with the other party. Each child shall encourage a feeling of affection between the minor child and the other party. Neither party shall do anything to hamper the natural development of the minor child's love and respect for the other party. Neither party shall do anything that would estrange the child from the other party or that would injure the opinion of the child as to the other party.

B. Each parent has an obligation to always refrain from making unflattering or derogatory remarks to, or regarding the other parent in the presence of the child. Each party is restrained and enjoined from interrogating, intimidating, or harassing the minor child regarding the other party; from belittling or speaking derogatorily of the other party to the minor child; and from using profane and/or obscene language regarding or directed at the other party, either in the presence of the minor child or at any other time.

C. Each party shall provide the other with written notice of any change in their telephone number within five (5) days of such change. Each parent has a duty to promptly return telephone calls placed by the other parent and to see that the child does the same. Neither party shall contact the other party at their place of employment except in the case of an emergency involving the child.

D. Each party shall immediately notify the other party of any illnesses requiring hospitalization or medical treatment during the time that either party has custody of the minor child. Said notification shall be a full report of what occurred to the child; what hospital the child has been or will be admitted to and of the child's diagnosis, prognosis or treatment as soon as the same is available.

E. Pursuant to § 30-3-154, Code of Alabama, each parent shall have access to all records and information pertaining to the child, including, but not limited to medical, physiological, dental, scholastic, athletic, extracurricular and law enforcement.

F. The HUSBAND shall be allowed to meet with the child's teacher(s) and discuss the child's progress, attend parent/teacher consultations, P.T.A. meetings and eat lunch at school with the child, the same as the WIFE. However, the HUSBAND is not authorized to check the child out of school without the consent of the WIFE, except during his time of visitation. The WIFE shall make arrangements to have the child at her scheduled extra-curricular activities, i.e. sports, extra schooling, etc.

G. Neither party shall drink or be under the influence of alcoholic beverages or drugs while transporting the minor child. Further, the parties shall not be under the influence of alcoholic beverages or drugs to such an extent as to be declared legally intoxicated or to an extent as would impact on that person's ability to properly care for the minor child while the child is in his or her care.

H. Neither party shall cause or allow any tattooing or body piercing of the child without the consent of both parties.

I. When transporting the minor child both parents shall comply with the Alabama Child Safety Restraint Law, Code of Alabama, 1975.

10. CHILD SUPPORT:

A. The HUSBAND shall pay the sum of \$_____ per month to the WIFE for the support and maintenance of the parties' minor child effective _____ 1, 200__. Said payments shall be withheld and paid by his employer, [EMPLOYER'S NAME]. A copy of the Withholding Order has been filed herein and is made a part of the record in this case.

B. The award of child support made herein was determined by application of the Child Support Guidelines established by Rule 32, A.R.J.A. A copy of the Guideline form has been filed herein and is made a part of the record in this case.

C. Reference is hereby made in this Order to a separate Order entitled Order of Continuing Income Withholding for Support the entry of which is required of this Court by the provisions of §30-3-61, Code of Alabama, 1975 and which is specifically incorporated herein as a part of this Court's Order and Judgment in this cause.

D. The HUSBAND shall be liable for and shall pay all administrative costs associated with the collection of funds through the Office of the Clerk.

E. Pursuant to the length of time and the amount of paperwork involved in initiating automatic income withholding, the HUSBAND is directed to pay the first month's child support obligation directly to the WIFE pending issuance of the automatic income withholding.

11. ATTORNEY FEES AND COURT COSTS. The HUSBAND shall pay the court costs of \$_____. Each party shall pay their respective attorney fees incurred in this proceeding.

12. NECESSARY DOCUMENTS. Both parties hereto expressly agree to execute, endorse and/or sign any and all documents, bills of sale, deeds, certificates of title, tag receipts and/or other documents necessary to achieve and accomplish the provisions contained in the Agreement.

13. ORIGINAL AGREEMENT. It is agreed and understood between the parties that the original of this Agreement shall be filed in the Circuit Court of Calhoun County, Alabama, and shall become a part of the original Judgment of Divorce in this cause.

14. ENTIRE AGREEMENT. This Agreement states the entire agreement between the parties. No modification of this Agreement shall be binding on either party, unless reduced in writing and subscribed by both parties.

15. PARTIAL INVALIDITY. If any provision of this Agreement is held to be invalid or unenforceable, all other provisions nevertheless continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

[PLAINTIFF'S NAME]

State of Alabama)
Calhoun County)

I, the undersigned, a Notary Public in and for said State and County, hereby certify that

[PLAINTIFF'S NAME], whose name is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day, that being informed of the content of said agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the ____ day of _____, 200__.

(SEAL)

NOTARY PUBLIC

[DEFENDANT'S NAME]

State of Alabama)
Calhoun County)

I, the undersigned, a Notary Public in and for said State and County, hereby certify that [DEFENDANT'S NAME], whose name is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day, that being informed of the contents of said agreement, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the ____ day of _____, 200__.

(SEAL)

NOTARY PUBLIC