**CHILD CUSTODY AGREEMENT**

IN CONSIDERATION of the circumstances and reciprocal covenants laid down in this Custody Agreement and of such other good and valuable considerations, the reception and sufficiency of which is hereby acknowledged, the parties agree as follows:

WHEREAS the parties are the parents of the minor child concerned:

1. (MENTION NAME OF CHILD) , born on (MENTION DATE OF BIRTH OF CHILD)

WHEREAS the parties wish to enter into this Custody Agreement with a view to settling the child care and custody.

**LEGAL CUSTODY AND DECISION MAKING-**

The mother shall have sole and exclusive custody of the child and of all final decision-making bodies concerned with important issues affecting the welfare of the child, including but not limited to education, religion and health care. Notwithstanding the above, in each case (except in the event of an emergency) the father shall be given the opportunity to take part in the decision-making process as to any other important matters.

**RESIDENTIAL CUSTODY & ACCESS RIGHTS-**

The mother shall have the child in residential custody. As such, the child will be living at the residential address of the mother, and the mother will be entitled to child support, payable by the parent. In case of death of mother or in the event that the mother is otherwise unwilling or unable to carry out her duties as custodial parent for the child, the father shall assume all such duties as custodial parent.

Notwithstanding anything specified in or implied by the above, and subject to the provisions below concerning the access of the mother to the child, the father shall have access to the child in compliance with the schedule and conditions set out below (or as otherwise agreed upon by the parties on a per event basis).

The father will have no access to the child on any weekday, and will only have access to the child every other weekend (including 3 days per school schedule). The only exception to the above is:

1. FATHERS' DAY : The father shall have access to the child from [ TIME ] to [ TIME ] every Father's Day.
2. CHILD'S BIRTHDAYS : If the father would not otherwise have access to a child on his or her birthday, the father will have access to that child for up to [ NUMBER ] hours, however.
3. FATHER'S BIRTHDAYS : If on his birthday the father would not otherwise have access to the child, the father will nevertheless have access to the child for up to [ NUMBER ] hours. The parent shall have access to the child in year one (1) of this Agreement on the following holidays, and all other odd number years of this Agreement.
4. HOLIDAY (ODD) YEARS : The father shall have access to the child in year one (1) of this Agreement on the following holidays, and all other odd number years of this Agreement.
5. HOLIDAY (EVEN) YEARS : The father shall have access to the child in year two (2) of this Agreement on the following holidays, and in all other even number years of this Agreement.
6. VACATIONS : During the summer months the father shall have up to two (2) weeks of unrestricted access to the child for holiday, given that the father works with the mother in good faith and makes best use of reasonable efforts to plan such vacation on dates suitable for the mother.

The mother will always have access to the child where the father has no access. Furthermore, despite anything contained or implied in the foregoing:

1. MOTHERS' DAY : On every Mother's Day the mother must have access to the child from [ TIME ] to [ TIME ].
2. CHILD'S BIRTHDAYS : If the mother would not otherwise have access to a child on her birthday, then the mother will still have access to that child for up to [ NUMBER ] hours.
3. MOTHER'S BIRTHDAYS : When, on her birthday, the mother would not otherwise have access to the child, the mother will still have access to the child for up to [ NUMBER ] hours.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be concluded and properly delivered and effective as of the date of signature of this Agreement below by the last party.

(MOTHER)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_ (DATE)

(FATHER)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_ (DATE)

**AGREEMENT**

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_ )IN THE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_COURT

)SS:

\_\_\_\_\_\_\_\_\_\_\_\_\_COUNTRY )CAUSE NO \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Petitioner,

and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Respondent.

**AGREED ORDER ON CUSTODY**

Come now the Petitioner, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and the Respondent, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and agree as follows :

1. The parties have \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ minor child together, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of minor child) D.O.B. \_\_\_\_/\_\_\_\_/\_\_\_\_
2. That the parties shall exercise joint or shared physical and legal custody of their child (describe who the child will reside with and when, be sure to include any visitation the other parent will be entitled to.) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. The neither party shall pay child support to the other.

OR

1. That because of lack of income, the Petitioner/Respondent shall pay to the Petitioner/Respondent the sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ rupees (rs.\_\_\_\_\_\_\_\_\_\_\_\_\_) per week or month for the support of the parties minor child.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME, Petitioner NAME, Respondent