**PARENTING AGREEMENT**

**State Of: South Dakota**

**Background:**

This Parenting Agreement (“Agreement”) is made and entered into on the [INSERT DATE] between:

**First Parent**: [INSERT NAME] located at [INSERT ADDRESS] (“**First Parent**”) and

**Second Parent**: [INSERT NAME] located at [INSERT ADDRESS] (“**Second Parent**”)

1. Where the parties: [INSERT ALL THAT APPLY]

**Have minor children:** The parents are parents or legal guardians of the following minors:

[NAME], born on [DATE OF BIRTH]; [and

[NAME], born on [DATE OF BIRTH] and

[NAME], born on [DATE OF BIRTH].]

1. **Are expecting children:** The parties are expecting [NUMBER] child(ren) to be born on [DUE DATE].

The child(ren) collectively referred to as the “minor child”; and

 It is the desire and intention of the parties that the care and custody of the minor child(ren) to be finally fixed by this Agreement.

 First Parent and Second Parent freely and fully accept the provisions, terms and conditions hereof and in consideration of the promises and mutual covenants contained as well as for other good and valuable considerations.

1. Both parties acknowledge that the information set forth must be in the child’s best interest, otherwise the court has the right to not accept this agreement. Children over the age of eighteen’s preferences of which parent they would like to live with are taken into consideration.

**Legal Custody of the Minor Child**  [CHOOSE ONE]

1. **First Parent has legal custody:** The parties agree that First Parent shall have sole legal custody of the minor child and shall be free to make all decisions in all matters pertaining to the upbringing of the minor child, including health, medical and dental care, education, religion, vacations, travel, and welfare. **OR**

**Second Parent has legal custody:** The parties agree that Second Parent shall have sole legal custody of the minor child and shall be free to make all decisions in all matters pertaining to the upbringing of the minor child, including health, medical and dental care, education, religion, vacations, travel, and welfare. **OR**

**Shared legal custody:** The parties agree that it is in the best interests of the minor child that the parties share parental responsibilities. Each party recognizes that the other has a right to and shall fully participate in all important matters pertaining to the minor child's upbringing, including health, welfare, and education. The parties agree that they shall have shared legal custody of the minor child and that all decisions regarding the health, medical and dental care, education, religion, vacations, travel, welfare, and other aspects of the upbringing of the minor child shall be made on a joint decision-making basis.

**Physical Custody of the Minor Child**

1. **[FIRST OR SECOND PARENT] has physical custody:** The parties agree that [FIRST OR SECOND PARENTS] shall have primary physical custody of the minor child, subject to the visitation rights of [OTHER PARENT].

**Visitation of the Minor Child** [CHOOSE ONE]

1. [PARENT] shall be entitled to visitation. The parties' agreement as to visitation and time sharing of the minor child is more fully set out on Exhibit A attached hereto. **OR**

[PARENT] shall not be entitled to visitation with the minor child.

**Transportation Costs** [CHOOSE ONE]

1. First Parent shall pay for any transportation costs associated with all visitations. **OR**

Second Parent shall pay for any transportation costs associated with all visitations. **OR**

The parties will share any costs of transportation associated with all visitations equally. **OR**

Not applicable.

1. **Shared physical custody:** Subject to the terms and conditions set out below, the parties agree that they shall share physical custody of the minor child.

**Parenting Schedule** [CHOOSE ONE]

1. The parties’ agreement as to time sharing of the minor child is more fully set out in Exhibit A. **OR**

Not applicable.

**Relocation** [CHOOSE ONE]

1. Not applicable. **OR**

First Parent shall not relocate from the current county of residence with the minor child for any reason whatsoever without the expressed written consent of Second Parent or a court order. **OR**

Second Parent shall not relocate from the current county of residence with the minor child for any reason whatsoever without the expressed written consent of First Parent or a court order.

**Tax Returns**

1. The parties agree that [CHOOSE ONE] First Parent **OR** Second Parent will claim the minor child on his/her federal, state and local tax returns.

**Parental Rights and Responsibilities** [CHOOSE ONE]

1. Not applicable.

[Insert if one party has shared legal custody of the child **OR** if visitation is allowed.]

The parties agree to the following with respect to each party’s care of the minor child: [CHOOSE ALL THAT APPLY]

[In the event of an emergency, serious illness or accident or other circumstance seriously affecting the health and general welfare of the child, the party who has physical possession or control of the minor child at the time will immediately notify the other party of such circumstances. The party who is notified shall have immediate access to the minor child and/or the right to telephonic communication with the minor child.]

[Each party acknowledges that he/she has full confidence in the other's ability to make an independent decision for the minor child's welfare which otherwise would be a joint decision of the parties.]

[Both parties shall be entitled to participate with and attend special activities in which the minor child is engaged, such as religious activities, school programs, sports events and other extracurricular activities and programs and important social events.]

[Neither party shall, in any way, interfere with the exercise by the other of his/her right of companionship with the minor child and neither of them shall in any manner disparage or criticize the other party, or allow any other to do so or in the presence of the child. Each party further agrees that he/she will in no way attempt to create a non-harmonious atmosphere for the minor child.]

[Each party shall be entitled to complete and detailed information from all paediatricians, physicians, dentists, consultants, or specialists attending the child for any reason whatsoever and to be given, upon written request with copies of any reports given to other party. Each party shall be entitled to all necessary information from all teachers, schools, summer camps or other institutions which the child may attend or become associated with in any way.]

**Child’s Medical Insurance**

1. **First Parent:** shall maintain existing medical insurance for the child. Second Parent shall be entitled to receive confirmation of the status of the insurance annually directly from the insurance carrier. **OR**

**Second Parent:** shall maintain existing medical insurance for the child. First Parent shall be entitled to receive confirmation of the status of the insurance annually directly from the insurance carrier. **OR**

**The parties** shall share equally the costs for maintaining existing medical insurance for the child.

All reasonable expenses not covered shall be shared equally between the parties **OR** paid by First Parent **OR** paid by Second Parent.

**Minor Child’s Tuition Expenses**

1. Not applicable.

In the event the parties agree that it is in the best interests of the child to attend private school, the parties agree that in the absence of written agreement each party equally **OR** First Parent **OR** Second Parent shall be responsible for all reasonable expenses of such private school.

1. The parties agree to equally share **OR** First Parent will be responsible for **OR** Second Parent will be responsible for the costs of tuition, room, board, travel, and any reasonable agreed upon loans associated with the college education of the child. This obligation shall continue until the child completes their undergraduate education at the college and all debts have been paid in full, or the expiration of [YEARS] years, whichever occurs first.

**Child Support**

1. Not applicable. **OR**

The parties agree that First Parent shall pay to Second Parent the sum of $[AMOUNT] per month as for child support. The child support shall be paid directly to Second Parent beginning [DATE] and shall be paid on the first day of each month thereafter. **OR**

The parties agree that Second Parent shall pay to First Parent the sum of $[AMOUNT] per month as and for child support. The child support shall be paid directly to First Parent beginning [DATE] and shall be paid on the first day of each month thereafter.

**State child support guidelines** [CHOOSE ONE]

1. The amount of child support has been determined in accordance with the applicable state child support guidelines. **OR**

Both parties acknowledge that they are fully informed of their rights under state law, and the amount of child support was agreed upon despite diverging from the applicable state child support guidelines. The parties agree that the agreed upon amount of child support is in the best interests of the minor child.

1. The parties acknowledge that the child support arrangement shall not be legally binding until approved in a court order.

**Waiver of Payment Through Clerk**

1. Not applicable. **OR**

Both parties waive participation in any applicable Central Depository Payment Program or the payment of child support through any clerk of court, direct deposit program or other third-party entity (the “Central Depository”); and accordingly, payments need not be made through the Central Depository and shall be made directly to the entitled party. In the event of late payments or other difficulty experienced by the receiving party, either party may subsequently apply to the Central Depository to activate participation and have child support payments directed through the Central Depository in the event that it becomes necessary to obtain payments made hereunder.

**Bankruptcy**

1. The rights, obligations and responsibilities provided in this Agreement shall not be dischargeable in bankruptcy.

**Legal Representations**

1. Each party has had the opportunity to have independent counsel and legal advice of their own selection in the negotiation of this Agreement. Each party fully understands the facts and has been fully informed of legal rights and obligations.

**Fees and Costs**

1. Each party shall be solely responsible for their respective attorney’s fees and costs incurred as a result of the negotiation of this Agreement. However, in the event that either party shall retain or engage an attorney or attorneys to collect or enforce or protect his/her interest with respect to this Agreement, the prevailing party shall be entitled to receive payment of all costs and expenses of such collection, enforcement, or protection, including reasonable attorneys' fees.

**Free and Voluntary Execution**

1. The parties declare that they have fully read and fully understand the provisions contained in this Agreement and believe this Agreement to be fair. Each party is signing this Agreement freely and voluntarily, without undue influence, fraud, collusion, or misrepresentation, and intend to be bound by it.

**Further Assurances**

1. Each party shall execute, acknowledge, or deliver any instrument, paper or document, furnish any information or take such other actions as reasonably may be necessary in connection with the performance of the obligations set forth in this Agreement.

**Modifications and Amendments**

1. This Agreement may only be amended or modified or deemed amended or modified by an agreement in writing duly signed by the parties or by any court of competent jurisdiction.

**No Waiver**

1. Any non-written waiver by either party of any provision of this Agreement or any right or option hereunder shall not be controlling, nor shall it prevent such party from thereafter enforcing such provision, right or option. The failure of either party to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Agreement by the other party shall not be construed as a waiver or relinquishment for the future of any such term or provision, but the same shall continue in full force and effect.

**Governing Law**

1. This Agreement shall be construed and governed in accordance with the laws of the State of [STATE].

**Disputes** [CHOOSE ONE]

1. **Mediation first:** The parties agree that in the event it shall become necessary to enforce this Agreement or any term hereof, the parties shall first attempt to mediate the issue with a certified mediator to be mutually agreeable to each. In the event that the parties are unable to mediate the issue, either party shall thereafter be free to seek the enforcement of this Agreement in the applicable court of competent jurisdiction.  **OR**

**Seek legal action first:** In the event it shall become necessary to enforce this Agreement or any term hereof, either party shall be free to seek enforcement of this Agreement in the applicable court of competent jurisdiction.

**Attorney's Fees** [CHOOSE ONE]

1. Not applicable. **OR**

If either Party brings legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover from the other Party its expenses (including reasonable attorneys’ fees) incurred in connection with the action and any appeal.

**Admissibility**

1. This Agreement or a copy of the same may be introduced in evidence by either party, and the court is requested to make the same a part of any final order or final judgment entered. This Agreement will be construed as being jointly prepared and written by all parties hereto.

**Severability**

1. If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.

**Mutual Release**

1. Except as provided in this Agreement, each party releases the other from all claims, demands due, debts, rights, or causes of action in contract, tort or otherwise up to the date of this Agreement.

**Headings**

1. The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction, or interpretation of any provision of this Agreement.

**Successors and Assigns**

1. This Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, heirs, administrators, executors, successors and permitted assigns.

**Entire Agreement**

1. This Agreement contains the entire understanding of the parties, who hereby acknowledge that there have been and are no representations, warranties, covenants, or understandings other than those expressly set forth herein.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.**

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| --- | --- | --- |
|  |  |  |
| **First Parent**Signature |  | **First Parent**Full Name |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **Second Parent**Signature |  | **Second Parent**Full Name |

**Signed in the presence of:**

**First Witness**

|  |  |
| --- | --- |
|  |  |
| **First Witness** Signature | [DATE] |
|  |  |
| **First Witness** Name |
|  |
| **First Witness** Address |
|  |
| **First Witness** City, State and Zip Code |

**Second Witness**

|  |  |
| --- | --- |
|  |  |
| **Second Witness** Signature | [DATE] |
|  |  |
| **Second Witness** Name |
|  |
| **Second Witness** Address |
|  |
| **Second Witness** City, State and Zip Code |

**NOTARY ACKNOWLEDGEMENT**

State of [STATE] )

                                       ) **(Seal)**

County of [COUNTY] )

The foregoing instrument was acknowledged before me this [DAY] day of [DATE] by the undersigned [DATE] who is personally known to me or satisfactorily proven to me to be the person whose name is subscribed to the within instrument.

[SIGNATURE]

Signature

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

Notary Public

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

State of [STATE] )

                                       ) **(Seal)**

County of [COUNTY] )

The foregoing instrument was acknowledged before me this [DAY] day of [DATE] by the undersigned [DATE] who is personally known to me or satisfactorily proven to me to be the person whose name is subscribed to the within instrument.

[SIGNATURE]

Signature

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

Notary Public

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT A**

**VISITATION**

(Use if only one parent has physical custody of minor child)

The parties have agreed to the following visitation schedule:

[INSERT DETAILS OF VISITATION DAYS, TIMES, SCHOOL PICKUPS, HOLIDAYS]

**Right of First Refusal:** [CHOOSE ONE]

In the event First Parent is unable to care for the minor child during his/her scheduled visitation time for a period of more than 8 hours, the parties agree that First Parent shall immediately notify and provide the other party the "Right of First Refusal" to care for the minor child. Once First Parent is able to pick up the minor child from the other party, he/she shall pick up the minor child and continue with the visitation schedule as planned. **OR**

In the event Second Parent is unable to care for the minor child during his/her scheduled visitation time for a period of more than 8 hours, the parties agree that Second Parent shall immediately notify and provide the other party the "Right of First Refusal" to care for the minor child. Once Second Parent is able to pick up the minor child from the other party, he/she shall pick up the minor child and continue with the visitation schedule as planned.

**EXHIBIT A**

**PARENTING SCHEDULE**

(Use if parents will share custody of the minor child)

The parties have agreed to the following schedule:

[INSERT DETAILS OF PARENTING SCHEDULE, SCHOOL PICKUPS, WEEKENDS, HOLIDAYS]

**Right of First Refusal:** In the event either party is unable to care for the minor child during his/her scheduled visitation time for a period of more than 8 hours, the parties agree that either party shall immediately notify and provide the other party the "Right of First Refusal" to care for the minor child. Once either party is able to pick up the minor child from the other party, he/she shall pick up the minor child and continue with the visitation schedule as planned.