

IN THE CIRCUIT COURT OF THE CIRCUIT NUMBER JUDICIAL CIRCUIT,
IN AND FOR COUNTY OF RESIDENCE COUNTY, FLORIDA

Case No.:
Division:

PETITIONER'S NAME,
Petitioner,

and

RESPONDENT'S NAME,
Respondent

MARITAL SETTLEMENT AGREEMENT

This Agreement is made in connection with an action for dissolution between PETITIONER'S NAME, referred to as "Husband" and as "Father" herein, and RESPONDENT'S NAME, referred to as "Wife" and as "Mother" herein, who are sworn and agree as follows:

WHEREAS, the parties hereto were married to each other on or about [DATE], in [CITY, STATE];

WHEREAS, the following child involved in this action has been born to or adopted by the parties:

Name	Date of Birth	Sex
CHILD NUMBER ONE (1)	[Date]	
CHILD NUMBER ONE (1)	[Date]	

WHEREAS, no other children were adopted, and none are expected;

WHEREAS, Husband has filed a petition for dissolution of marriage in the above case, and this Agreement is intended to be introduced into evidence in such action, to be incorporated in a Final Judgment entered therein;

WHEREAS, the parties acknowledge that irreconcilable differences exist, that the marriage is irretrievably broken, and that the parties intend to live separate and apart from each other;

WHEREAS, the parties wish to settle between themselves, now and forever, their respective rights, duties, and obligations regarding property, liabilities, and child;

WHEREAS, each party has read this Agreement and understands its terms and consequences, and each party believes that this Agreement is fair, just, and reasonable, and in the best interest of the child;

WHEREAS, each party has assented to this Agreement freely and voluntarily, without coercion or duress;

NOW, THEREFORE, in consideration of the mutual covenants, promises and undertakings set forth herein, and for other good and valuable consideration, the parties have agreed and do hereby agree as follows:

ARTICLE I PARENTING PLAN

1.1 The parties agree that the provisions contained in this Marital Settlement Agreement, including the Time-Sharing Schedule attached to this Agreement as Exhibit "A," constitute a "parenting plan" intended to govern the relationship between the parents relating to the decisions to be made regarding the child.

ARTICLE II JURISDICTIONAL ISSUES

2.1 The Circuit Number Judicial Circuit in County of Residence County, Florida has continuing jurisdiction over the child pursuant to the applicable Florida Statutes and the Uniform Child Custody Jurisdiction and Enforcement Act.

2.2 Florida is the home state and the state of habitual residence of the child. Accordingly, Florida is the sole jurisdictional state to determine child custody, parental responsibility, time-sharing, rights of custody, and rights of access concerning the child under the Parental Kidnapping Prevention Act (PKPA), under the International Child Abduction Remedies Act (ICARA), and under the Convention on the Civil Aspects of International Child Abduction enacted at The Hague on October 25, 1980.

ARTICLE III PARENTAL RESPONSIBILITY

3.1 Each party recognizes the deep love, devotion, and dedication of the other to the child. Each party also recognizes that the other has a right and responsibility to participate in major matters relating to the education, health, welfare, and upbringing of the child. The parents agree to use their best efforts to cooperate in such matters, and that any rights, duties or responsibilities set forth herein shall not be exercised to frustrate or control the other parent.

3.2 Shared Parental Responsibility. The parties shall have shared parental responsibility and shall retain full parental rights and responsibilities with respect to the child.

3.3 Parents to Confer. It is in the best interests of the child that the parents confer and jointly make all major decisions affecting the welfare of the child. Major decisions include, but are not limited to, decisions about the child's education, healthcare, and other responsibilities

unique to this family.

3.4 Free Access. The parents shall use all reasonable efforts to maintain free access and create a feeling of affection between themselves and between the child. Neither shall do anything to hamper the natural development of the child's love and respect for the other party.

3.5 Information Sharing. Unless otherwise indicated or ordered by the Court:

(a) Both parents shall have access to medical and school records pertaining to the child and shall be permitted to independently consult with any and all professionals involved with the child. The parents shall cooperate with each other in sharing information related to the health, education, and welfare of the child and they shall sign any necessary documentation ensuring that both parents have access to said records.

(b) Each parent shall be responsible for obtaining records and reports directly from the school and health care providers.

(c) Both parents have equal rights to inspect and receive governmental agency and law enforcement records concerning the child.

(d) Both parents shall have equal and independent authority to confer with the child's school, day care, health care providers, and other programs with regard to the child's educational, emotional, and social progress.

(e) Both parents shall be listed as "emergency contacts" for the child.

3.6 Notification of Medical Emergency. Each party shall inform the other party within twenty-four hours of any illness, accident, or medical condition of the child that involves surgical intervention or hospitalization. Each parent may have reasonable and immediate access to such child in such an event, regardless of parental responsibility or terms of any time-sharing schedule.

3.7 Day-to-Day Decisions. Each parent shall make decisions regarding day-to-day care and control of each child while the child is with that parent. Regardless of the allocation of decision making in the parenting plan, either parent may make emergency decisions affecting the health or safety of the child when the child is residing with that parent. A parent who makes an emergency decision shall share the decision with the other parent as soon as reasonably possible.

3.8 Special Events. Both parents shall be entitled to participate with and attend special events and activities in which the child may be engaged, such as religious activities, school programs, sports events, and other extra-curricular school activities and programs and important social events in which the child may be engaged or involved.

3.9 Extra-curricular Activities. The parents agree to the following with regard to extra-curricular activities:

(a) Either parent may register the child and allow them to participate in the activity of the child's choice.

(b) The parents must mutually agree to all extra-curricular activities.

(c) The parent with the minor child shall transport the minor child to and/or from all mutually agreed upon extra-curricular activities, providing all necessary uniforms and equipment within the parent's possession.

ARTICLE IV TIME-SHARING

4.1 By Mutual Agreement. The parents agree that it is in the best interest of the child for each of them to have frequent and continuing contact with the child, and the parents shall spend time with the child at times they have mutually agreed to in advance. The parents shall use all efforts to communicate and cooperate with respect to the time-sharing schedule, understanding that there may be occasions when adherence to the schedule is impractical which requires the parents to make good faith adjustments. The parents understand that they are free to vary the times or days stated in the time-sharing schedule if they both agree. In the absence of mutual agreement, the parents shall share time with the child as provided by the Time-Sharing Schedule which is attached to this Agreement as Exhibit "A," and incorporated by reference as if set out in full.

4.2 Travel. Either parent may travel with the child during his or her time-sharing. The parent traveling with the child shall give the other parent at least 30 days written notice before traveling out of state unless there is an emergency, and shall provide the other parent with a detailed itinerary, including locations and telephone numbers where the child and parent can be reached at least 14 days before traveling.

ARTICLE V OTHER PROVISIONS RELATING TO THE CHILD

5.1 Communication Between Parents. All communications regarding the child shall be between the parents. The parents shall not use the child as a messenger to convey information, ask questions, or set up schedule changes. The parents may communicate with each other in person, by telephone, by letter, or by e-mail.

5.2 Communication Between Parent and Child.

(a) Both parents shall keep contact information current. Telephone or other electronic communication between the child and the other parent shall not be monitored by or interrupted by the other parent. "Electronic communication" includes telephones, electronic mail or e-mail, webcams, video-conferencing equipment and software or other wired or wireless technologies or other means of communication to supplement face to face contact.

(b) The child may have telephone and e-mail communication with the other parent anytime.

5.3 Costs of Electronic Communication. Each party shall be responsible for the cost of the party's own electronic communication with the other party or with the child.

5.4 Informed Whereabouts. Each parent shall keep the other parent informed regarding the whereabouts of the minor child, including with respect to overnight visits with relatives or friends. If a child will spend one or more overnights outside of the residence of the parent, that parent will provide to the other parent, upon request, the addresses, telephone numbers of each location, the length of the stay, and the name of all persons who may provide care for the child during the stay, the departure time and date, and the time and date of the child's return or arrival.

5.5 No Activity that Endangers Child. The parents shall refrain from engaging in any activity which may endanger the health, safety or morals of the child.

5.6 School Designation. For school and school district purposes, Mother's address shall be designated.

5.7 Designation for Other Legal Purposes. The child named in this Agreement is scheduled to reside the majority of the time with the Mother. This majority designation is SOLELY for purposes of all other state and federal laws which require such a designation. This designation does not affect either parent's rights and responsibilities under this Agreement.

5.8 Relocation of Child. It is acknowledged that in the event that a parent seeks to relocate the principal residence of the child subject to this Agreement more than 50 miles away from the current residence as provided by Section 61.13001 of the Florida Statutes, such parent shall comply with the provisions of Section 61.13001 by either (a) obtaining written agreement in accordance with 61.13001(2) of the Florida Statutes from the other parent, and any other person entitled to time-sharing, or (b) serving a Petition to Relocate signed under oath or affirmation under penalty of perjury in accordance with Section 61.13001(3) of the Florida Statutes, giving the other parent, and any other person entitled to time-sharing, 30 days to object to the relocation and to request a determination by the Court.

IF A PARENT ATTEMPTS TO RELOCATE THE PRINCIPAL RESIDENCE OF THE CHILD AND FAILS TO COMPLY WITH SECTION 61.13001(3) OF THE FLORIDA STATUTES REGARDING THE PETITION TO RELOCATE, SUCH PARENT MAY BE SUBJECT TO CONTEMPT AND OTHER PROCEEDINGS TO COMPEL THE RETURN OF THE CHILD, AND SUCH NON-COMPLIANCE MAY BE TAKEN INTO ACCOUNT BY THE COURT IN A SUBSEQUENT DETERMINATION OR MODIFICATION OF THE PARENTING PLAN, ACCESS, OR THE TIME-SHARING SCHEDULE.

5.9 Notice of Parent's Relocation or Change of Residence. Either parent must give prior written notice at least thirty (30) days before the day that he or she is to relocate or change

residence (regardless of whether the residence of the child will change). Such notice must be made to the other parent by certified mail, return receipt requested, and must include the new address.

5.10 No Disparagement of Other Parent. No parent shall make disparaging comments about the other parent to the child or while in the presence of the child, nor allow any other person to do so.

ARTICLE VI CHILD SUPPORT AND INSURANCE

Statement of the Parties Relative to Child Support

6.1 The parties agree that the amounts in the Child Support Guidelines Worksheet attached hereto are correct and should be incorporated into the judgment of the Court as findings of fact.

Child Support

6.2 Father shall pay to Mother child support in the amount of Ten and No/100 Dollars (\$10.00) per month, to be paid in accordance with Father's payroll cycle, and in any event at least once a month. Father shall continue payment of child support in such manner until modified by court order, or until the date of the earliest occurrence of one of the following events:

- (a) CHILD NUMBER ONE (1) reaches the age of 18 years, or if the child is between the ages of 18 and 19, a dependent in fact and still in high school performing in good faith with a reasonable expectation of graduation before the age of 19, the Court may modify this Agreement to extend support until the child graduates from high school or attains the age of 19 years, whichever comes first;
- (b) CHILD NUMBER ONE (1) becomes emancipated;
- (c) CHILD NUMBER ONE (1) marries;
- (d) CHILD NUMBER ONE (1) dies;
- (e) CHILD NUMBER ONE (1) enters military service; or
- (f) CHILD NUMBER ONE (1) leaves the household or otherwise becomes self-supporting.

Other Provisions Regarding Child Support

6.3 Immediate Income Deduction. The parties agree that payments of child support shall be made by income deduction order and paid through the State Disbursement Unit, P.O. Box 8500, Tallahassee, Florida 32314-8500, for disbursement to Mother. Father is responsible for

making timely payment of this support obligation until support payments have begun to be deducted from Father's income, and Father shall be individually responsible for paying any support due that has not been deducted from Father's income.

6.4 Future Disability of Child. If any child of this marriage has, receives or is diagnosed with a mental or physical disability and is not capable of providing for his or her own support, payments for the support of such child shall continue without regard to age or marital status, until the child is no longer subject to such disability.

6.5 Obligation Survives Death. The provisions for child support in this decree shall be an obligation of the estate of Father and shall not terminate on the death of Father.

6.6 Life Insurance. It is agreed that, as long as Father is legally obligated to support any child, Father will contract for and keep in full force and effect a life insurance policy with a face value of One Hundred Thousand and No/100 Dollars (\$100,000.00), with Mother, as trustee for the child, designated as irrevocable beneficiary. Within thirty (30) days after the insurance policy has been obtained, Father will provide to Mother the name and address of the insurance company, the policy number, and a copy of the insurance policy.

Health and Dental Insurance

6.7 For as long as either party has a legal duty to support the child who is the subject of this Agreement, or until further order of the Court, Father shall provide health insurance for the child through group coverage available to Father, and the cost of such insurance shall be divided by the parties as follows: Father shall pay fifty percent (50%), and Mother shall pay fifty percent (50%).

6.8 For as long as either party has a legal duty to support the child who is the subject of this Agreement, or until further order of the Court, Father shall provide dental insurance for the child through group coverage available to Father, and the cost of such insurance shall be divided by the parties as follows: Father shall pay fifty percent (50%), and Mother shall pay fifty percent (50%).

6.9 As provided by Florida Statutes, Section 61.13(1)(b), the health and dental insurance agreed to above is reasonable in cost and accessible to the child.

6.10 Each party shall cooperate with the other in the procurement of the above-described insurance and the filing of claims. The party providing an insurance policy covering the child hereunder shall (a) submit all forms required by the insurance company for payment or reimbursement of health or dental care expenses incurred by either party on behalf of the child to the insurance carrier within ten days of that party's receiving any form, receipt, bill, or statement reflecting the expenses, and (b) shall provide to the other party the following information, as applicable, no later than the thirtieth (30th) day after the date this Agreement has been signed: the name and address of the employer of the party providing insurance; whether the employer is self-insured or has health or dental insurance available; proof that such insurance has been provided for that child; and the name of the insurance carrier, the number of the policy, a copy of

the policy and schedule of benefits, an insurance membership card, claim forms, and any other information necessary to submit a claim or, if the employer is self-insured, a copy of the schedule of benefits, a membership card, claim forms, and any other information necessary to submit a claim. Any change in the foregoing information (including a termination or lapse in coverage) shall be provided by the party providing insurance to the other party within ten (10) days after the providing party learns of such change.

Noncovered Health Care Expenses

6.11 "Noncovered Health Care Expenses" means all ordinary, reasonable and necessary expenses not covered by insurance and incurred for medical, health, dental, psychological or psychiatric care on behalf of the child who is the subject of this Judgment, including but not limited to hospitalization, prescriptions, physicians, dentists, orthodontics (including braces), contact lenses and eyeglasses, examinations, and insurance copayments, and which are incurred while either party has a legal duty to support such child.

6.12 Noncovered Health Care Expenses shall be divided by the parties as follows: Father shall pay fifty percent (50%), and Mother shall pay fifty percent (50%). A party who pays for a Noncovered Health Care Expense or receives notice of the same shall submit to the other party proof of payment or such notice within fifteen (15) days of payment or receipt of notice. Within fifteen (15) days after the other party receives such notification, the other party shall reimburse the paying party or pay the billing party directly for his or her share of the expense, as applicable.

6.13 Responsibility of any party for payment of health insurance, dental insurance, and/or Noncovered Health Care Expenses shall be considered child support for purposes of enforcement.

ARTICLE VII REAL ESTATE

The MARITAL HOME

7.1 There exists certain real property in which one or both parties may claim an interest, herein referred to as the "MARITAL HOME."

7.2 The MARITAL HOME shall be sold at fair market value upon the execution of this Agreement or as soon as practicable thereafter, subject to the provisions of sale set forth below.

7.3 Wife shall be entitled to exclusive possession and use of the MARITAL HOME until sold.

7.4 The parties shall list the property with a broker or salesperson licensed by the Florida Real Estate Commission, who has an office in the county where the property is located or in a county contiguous thereto.

7.5 The property shall be sold for a price and/or under terms that are mutually agreeable to Husband and Wife.

7.6 The "net sales proceeds" are defined as the gross sales price, LESS any real estate commissions, customary and ordinary closing costs, and full payment of all existing mortgage indebtedness on the property, if any.

7.7 The net sales proceeds from the MARITAL HOME shall be divided as follows: Husband shall receive fifty percent (50%) of the net sales proceeds, and Wife shall receive fifty percent (50%) of the net sales proceeds.

ARTICLE VIII RETIREMENT

8.1 Each party shall receive any and all benefits existing by reason of his or her past, present, or future employment or military service, including but not limited to any profit-sharing plan, retirement plan, Keogh plan, pension plan, employee stock option plan, 401(k) plan, employee savings plan, military retired pay, accrued unpaid bonuses, or disability plan, whether matured or unmatured, accrued or unaccrued, vested or otherwise, together with all increases thereof, the proceeds therefrom and any other rights related thereto. The other party hereby waives and releases any and all claims or interest therein.

ARTICLE IX DIVISION OF OTHER ASSETS AND LIABILITIES

Division of Other Assets

9.1 The parties have already divided all other marital property in an agreeable and satisfactory manner prior to the execution of this Agreement. Each party shall have exclusive ownership in all items of property that are currently in his or her possession or control, and the other party waives and releases any and all claim or interest in such items.

Division of Liabilities

9.2 Any obligation or liability that is not listed herein shall be the responsibility of the party that incurred the same, and the party that incurred the same shall indemnify the other party and the property of the other party harmless from liability therefor.

9.3 Neither party shall hereafter incur any obligation or liability for which the other party will be liable.

General Provisions

9.4 Full and Complete Disclosure. Each party hereto warrants and agrees that he or she has made a full and complete disclosure to the other party of all marital and nonmarital property, income, assets and liabilities.

9.5 Other Information or Instruments. Each party agrees to provide to the other party any necessary information or to execute and/or deliver any instrument or document necessary to transfer title or interest in property consistent with this Agreement.

9.6 Nondischargeable in Bankruptcy. All terms of this Agreement pertaining to the division of marital property, including but not limited to any hold harmless or indemnification provisions, are specifically intended by the parties to be nondischargeable in the event of bankruptcy.

ARTICLE X NO ALIMONY

10.1 Both parties waive any claim for alimony, whether temporary, "bridge-the gap," rehabilitative, permanent, or lump sum. No provision of this Agreement should be construed as payment of alimony by either party.

ARTICLE XI TAX ISSUES

Federal Income Taxes for Tax Year 2010

11.1 For tax year 2010, each party shall file an individual income tax return in accordance with the Internal Revenue Code.

11.2 Unless otherwise specified in this Agreement, and in addition to income attributable to each party's respective nonmarital property, each party must report as the party's income one-half of all income attributable to marital property, including earnings from personal services received on or before the date of the dissolution of the marriage. Additionally, each party may take credit for all of the reporting party's estimated tax payments and federal income tax payroll withholding deductions occurring after the date of the dissolution of the marriage, and, to the extent allowed by law, all deductions, exemptions, credits, and adjustments attributable to his or her income and expenses after the date of the dissolution of the marriage.

11.3 Each party shall timely pay his or her tax liability in connection with the tax return filed by such party. Any refund received as a result of a party's tax return shall be the sole property of the party filing such tax return.

11.4 Each party shall indemnify and hold harmless the other party for such taxes, liabilities, deficiencies, assessments, penalties, or interest due thereon or the omission of taxable income or claim of erroneous deductions of the applicable party.

Dependency Exemption for Tax Years Subsequent to 2010

11.5 The dependency exemption for dependents for tax years subsequent to the dissolution of the marriage shall be claimed as follows: [* ____*].

Other Provisions

11.6 Attorney is Not Tax Expert. The parties acknowledge that any attorney involved with this Agreement does not claim to be an expert in tax matters. Each party states that he or she has consulted or has had the opportunity to consult with a tax professional to fully evaluate the tax implications and consequences of this Agreement.

11.7 Request for Information and Cooperation. It is agreed that each party shall provide any information reasonably necessary to prepare federal income tax returns, within thirty (30) days of receipt of a written request for the same. Each party shall reasonably cooperate with the other in the preparation of income tax returns as set forth hereinabove. Within five days of receipt of written notice from the other party, each party will allow the other party access to these records in order to respond to an IRS examination or request for information. Purposes for which access to such records will be granted includes, but is not limited to, the determination of acquisition dates or tax basis, and such access shall include the right to copy the records.

11.8 Preservation of Information. Each party shall preserve for a period of seven years from the date of the filing of the applicable tax return, all financial records relating to the marital property. Each party shall preserve indefinitely, any records which determine or affect the tax basis in any marital property.

11.9 No Waiver of "Innocent Spouse". The parties agree that nothing contained herein shall be construed as or is intended as a waiver of any rights that a party has under the "Innocent Spouse" provisions of the Internal Revenue Code.

ARTICLE XII COURT COSTS AND ATTORNEY'S FEES

12.1 Any costs of court, including the filing fee for the petition for dissolution, will be borne by the party incurring the same.

12.2 Each party will be responsible for his or her own attorney's fees incurred herein.

ARTICLE XIII GENERAL PROVISIONS

13.1 Mutual Release. Each party waives, releases and relinquishes any actual or potential right, claim or cause of action against the other party, including but not limited to asserting a claim against the estate of the other party or to act as a personal representative of such estate, except as otherwise provided for in this Agreement or arising hereunder.

13.2 Resolution of Future Disputes. In the event of any disagreement regarding an issue between the parties, the parties shall first confer and exercise reasonable efforts to resolve such a dispute. Except in an emergency, before a party files legal action regarding an issue of any such dispute or regarding modification of any terms and conditions of this Agreement, that party

shall make a good faith attempt to submit the dispute or controversy to mediation.

13.3 Reconciliation. In the event of a reconciliation or resumption of marital relations, this Agreement or its provisions shall not be abrogated in any way without further written agreement of the parties.

13.4 No Oral Agreements. The parties agree that this Agreement constitutes the entire agreement of the parties, that this Agreement supersedes any prior understandings or agreements between them, and that there are no representations, warranties, or oral agreements other than those expressly set forth herein.

13.5 No Waiver of Breach. The failure of a party to insist on strict performance of any provision of this Agreement shall not be construed to constitute a waiver of a breach of any other provision or of a subsequent breach of the same provision.

13.6 Severability. This Agreement is severable, and if any term or provision is determined to be unenforceable, this shall not render the remainder of the Agreement unenforceable.

13.7 Other Acts. Each party agrees to timely perform such other acts that are reasonably necessary or that may be reasonably requested by the other party to effectuate the provisions of this Agreement.

13.8 Survival of Agreement; No Merger. This Agreement may be offered into evidence by either party in an action for dissolution of marriage, and may be incorporated by reference in a final judgment entered therein. Notwithstanding incorporation, this Agreement shall not be merged in such judgment but shall survive the judgment and be binding on the parties.

13.9 Remedies for Enforcement. The terms and provisions of this Agreement are enforceable in contract, in addition to any remedies for enforcement that may also be available under any final judgment of dissolution of marriage entered between the parties.

I, PETITIONER'S NAME, certify that I have been open and honest in entering into this Agreement. I am satisfied with this Agreement and intend to be bound by it.

Dated: [DATE]

PETITIONER'S NAME

STATE OF FLORIDA

COUNTY OF COUNTY OF RESIDENCE

Sworn to or affirmed and subscribed before me on _____ by
PETITIONER'S NAME.

NOTARY PUBLIC - STATE OF FLORIDA

Printed Name of Notary

____ Personally known
____ Produced identification
____ Type of identification produced _____

I, RESPONDENT'S NAME, certify that I have been open and honest in entering into this Agreement. I am satisfied with this Agreement and intend to be bound by it.

Dated: [DATE]

RESPONDENT'S NAME

STATE OF FLORIDA
COUNTY OF COUNTY OF RESIDENCE

Sworn to or affirmed and subscribed before me on this the _____
day of _____, 2010, by [RESPONDENT'S NAME].

NOTARY PUBLIC - STATE OF FLORIDA

Printed Name of Notary

____ Personally known
____ Produced identification
____ Type of identification produced _____

EXHIBIT A
TIME-SHARING SCHEDULE

(1) By Mutual Agreement. The parents agree that it is in the best interest of the child for each of them to have frequent and continuing contact with the child, and the parents shall spend time with the child at times they have mutually agreed to in advance. The parents shall use all efforts to communicate and cooperate with respect to the time-sharing schedule, understanding that there may be occasions when adherence to the schedule is impractical which requires the parents to make good faith adjustments. However, in the absence of mutual agreement, the parents shall share time with the child as provided by this Time-Sharing Schedule. The parents understand that they are free to vary the times or days stated in the Time-Sharing Schedule if they both agree.

(2) School Calendar. If necessary, on or before August 1 of each year, both parents should obtain a copy of the school calendar for the next school year. The parents shall discuss the calendars and the time-sharing schedule so that any differences or questions can be resolved.

(3) Request for Schedule Change. A parent making a request for a schedule change will make the request as soon as possible, but in any event, except in cases of emergency, no less than 7 days before the change is to occur.

(4) Time-Sharing During Periods Not Specified. Mother shall have time-sharing with the child for any days, weekends, and overnights not specifically designated in this Time-Sharing Schedule.

(5) Parents Who Reside 100 Miles or Less Apart

Except as otherwise explicitly provided in this Time-Sharing Schedule, when Father resides 100 miles or less from the primary residence of the child, Father shall have the right of time-sharing with the child as follows:

(a) Weekends - On weekends, beginning at 6:00 p.m. on the first, third, and fifth Friday of each month and ending at 6:00 p.m. on the following Sunday.

(b) Weekend Time-Sharing Extended by a Holiday - Except as otherwise explicitly provided in this Time-Sharing Schedule, if a weekend period of time-sharing by Father begins on a Friday that is a school holiday during the regular school term or a federal, state, or local holiday during the summer months when school is not in session, or if the period ends on or is immediately followed by a Monday that is such a holiday, that weekend period of time-sharing shall begin at 6:00 p.m. on the Thursday immediately preceding the Friday holiday or school holiday or end at 6:00 p.m. on the Monday holiday following the weekend, as applicable.

(c) Wednesdays - On Wednesday of each week during the regular school term, beginning at 6:00 p.m. and ending at 8:00 p.m..

(d) Christmas Holidays in Even-Numbered Years - In even-numbered years, beginning at 6:00 p.m. on the day the child is dismissed from school for the Christmas school vacation and ending at noon on December 26.

(e) Christmas Holidays in Odd-Numbered Years - In odd-numbered years, beginning at noon on December 26 and ending at 6:00 p.m. on the day before school resumes after that Christmas school vacation.

(f) Thanksgiving in Odd-Numbered Years - In odd-numbered years, beginning at 6:00 p.m. on the day the child is dismissed from school for the Thanksgiving holiday and ending at 6:00 p.m. on the following Sunday.

(g) Spring Break in Even-Numbered Years - In even-numbered years, beginning at 6:00 p.m. on the day the child is dismissed from school for the school's spring vacation and ending at 6:00 p.m. on the day before school resumes after that vacation.

(h) Extended Summer Time-Sharing by Father

With Written Notice by April 1 - If Father gives Mother written notice by April 1 of a year specifying an extended period or periods of summer time-sharing for that year, Father shall have time-sharing with the child for thirty days beginning no earlier than the day after the child's school is dismissed for the summer vacation and ending no later than seven days before school resumes at the end of the summer vacation in that year, to be exercised in no more than two separate periods of at least seven consecutive days each, as specified in the written notice. These periods of time-sharing shall begin and end at 6:00 p.m.

Without Written Notice by April 1 - If Father does not give Mother written notice by April 1 of a year specifying an extended period or periods of summer time-sharing for that year, Father shall have time-sharing with the child for thirty consecutive days in that year beginning at 6:00 p.m. on July 1 and ending at 6:00 p.m. on July 31.

(i) Child's Birthday - If Father is not otherwise entitled under this schedule to time-sharing with the child on the child's birthday, Father shall have time-sharing in odd-numbered years with the child beginning at 6:00 p.m. and ending at 8:00 p.m. on that day, provided that Father picks up the child from Mother's residence and returns the child to that same place.

(j) Father's Day Weekend - Each year, beginning at 6:00 p.m. on the Friday preceding Father's Day and ending at 6:00 p.m. on Father's Day, provided that if he is not otherwise entitled under this schedule to time-sharing with the child, he shall pick up the child from Mother's residence and return the child to that same place.

Notwithstanding the weekend and Wednesday periods of time-sharing agreed for Father, it is explicitly agreed that Mother shall have a superior right of time-sharing with the child as follows:

(a) Christmas Holidays in Odd-Numbered Years - In odd-numbered years, beginning at 6:00 p.m. on the day the child is dismissed from school for the Christmas school vacation and ending at noon on December 26.

(b) Christmas Holidays in Even-Numbered Years - In even-numbered years, beginning at noon on December 26 and ending at 6:00 p.m. on the day before school resumes after that Christmas school vacation.

(c) Thanksgiving in Even-Numbered Years - In even-numbered years, beginning at 6:00 p.m. on the day the child is dismissed from school for the Thanksgiving holiday and ending at 6:00 p.m. on the following Sunday.

(d) Spring Break in Odd-Numbered Years - In odd-numbered years, beginning at 6:00 p.m. on the day the child is dismissed from school for the school's spring vacation and ending at 6:00 p.m. on the day before school resumes after that vacation.

(e) Summer Weekend Time-Sharing by Mother - If Mother gives Father written notice by April 15 of a year, Mother shall have time-sharing with the child on any one weekend beginning at 6:00 p.m. on Friday and ending at 6:00 p.m. on the following Sunday during any one period of the extended summer time-sharing by Father in that year, provided that Mother picks up the child from Father and returns the child to that same place.

(f) Extended Summer Time-Sharing by Mother - If Mother gives Father written notice by April 15 of a year or gives Father fourteen days' written notice on or after April 16 of a year, Mother may designate one weekend beginning no earlier than the day after the child's school is dismissed for the summer vacation and ending no later than seven days before school resumes at the end of the summer vacation, during which an otherwise scheduled weekend period of time-sharing by Father shall not take place in that year, provided that the weekend so designated does not interfere with Father's period or periods of extended summer time-sharing or with Father's Day weekend.

(g) Child's Birthday - If Mother is not otherwise entitled under this schedule to time-sharing with the child on the child's birthday, Mother shall have time-sharing in even-numbered years with the child beginning at 6:00 p.m. and ending at 8:00 p.m. on that day, provided that Mother picks up the child from Father's residence and returns the child to that same place.

(h) Mother's Day Weekend - Each year, beginning at 6:00 p.m. on the Friday preceding Mother's Day and ending at 6:00 p.m. on Mother's Day, provided that if she is not otherwise entitled under this schedule to time-sharing with the child, she shall pick up the child from Father's residence and return the child to that same place.

(6) Parents Who Reside More Than 100 Miles Apart

Except as otherwise explicitly provided in this Time-Sharing Schedule, when Father resides more than 100 miles from the residence of the child, Father shall have the right of time-sharing with the child as follows:

(a) Weekends - Unless Father elects the alternative period of weekend time-sharing described in the next paragraph, Father shall have the right of time-sharing with the child on weekends, beginning at 6:00 p.m. on the first, third, and fifth Friday of each month and ending at 6:00 p.m. on the following Sunday. Except as otherwise explicitly provided in this Time-Sharing Schedule, if such a weekend period of time-sharing by Father begins on a Friday that is a school holiday during the regular school term or a federal, state, or local holiday during the summer months when school is not in session, or if the period ends on or is immediately followed by a Monday that is such a holiday, that weekend period of time-sharing shall begin at 6:00 p.m. on the Thursday immediately preceding the Friday holiday or school holiday or end 6:00 p.m. on the Monday holiday following the weekend, as applicable.

(b) Alternate weekend time-sharing - In lieu of the weekend time-sharing described in the foregoing paragraph, Father shall have the right of time-sharing with the child not more than one weekend per month of Father's choice beginning at 6:00 p.m. on the day school recesses for the weekend and ending at 6:00 p.m. on the following Sunday. Except as otherwise explicitly provided in this Time-Sharing Schedule, if such a weekend period of time-sharing by Father begins on a Friday that is a school holiday during the regular school term or a federal, state, or local holiday during the summer months when school is not in session, or if the period ends on or is immediately followed by a Monday that is such a holiday, that weekend period of time-sharing shall begin at 6:00 p.m. on the Thursday immediately preceding the Friday holiday or school holiday or end 6:00 p.m. on the Monday holiday following the weekend, as applicable. Father may elect an option for this alternative period of weekend time-sharing by giving written notice to Mother within ninety days after the parents begin to reside more than 100 miles apart. If Father makes this election, Father shall give Mother fourteen days' written or telephonic notice preceding a designated weekend. The weekends chosen shall not conflict with the provisions regarding Christmas, Thanksgiving, the child's birthday, and Mother's Day Weekend below.

(c) Christmas Holidays in Even-Numbered Years - In even-numbered years, beginning at 6:00 p.m. on the day the child is dismissed from school for the Christmas school vacation and ending at noon on December 26.

(d) Christmas Holidays in Odd-Numbered Years - In odd-numbered years, beginning at noon on December 26 and ending at 6:00 p.m. on the day before school resumes after that Christmas school vacation.

(e) Thanksgiving in Odd-Numbered Years - In odd-numbered years, beginning at 6:00 p.m. on the day the child is dismissed from school for the Thanksgiving holiday and ending at 6:00 p.m. on the following Sunday.

(f) Spring Break in All Years - Every year, beginning at 6:00 p.m. on the day the child is dismissed from school for the school's spring vacation and ending at 6:00 p.m. on the day before school resumes after that vacation.

(g) Extended Summer Time-Sharing by Father -

With Written Notice by April 1 - If Father gives Mother written notice by April 1 of a year specifying an extended period or periods of summer time-sharing for that year, Father shall have time-sharing with the child for forty-two days beginning no earlier than the day after the child's school is dismissed for the summer vacation and ending no later than seven days before school resumes at the end of the summer vacation in that year, to be exercised in no more than two separate periods of at least seven consecutive days each, as specified in the written notice. These periods of time-sharing shall begin and end at 6:00 p.m.

Without Written Notice by April 1 - If Father does not give Mother written notice by April 1 of a year specifying an extended period or periods of summer time-sharing for that year, Father shall have time-sharing with the child for forty-two consecutive days beginning at 6:00 p.m. on June 15 and ending at 6:00 p.m. on July 27 of that year.

(h) Child's Birthday - If Father is not otherwise entitled under this schedule to time-sharing with the child on the child's birthday, Father shall have time-sharing in odd-numbered years with the child beginning at 6:00 p.m. and ending at 8:00 p.m. on that day, provided that Father picks up the child from Mother's residence and returns the child to that same place.

(i) Father's Day Weekend - Each year, beginning at 6:00 p.m. on the Friday preceding Father's Day and ending at 6:00 p.m. on Father's Day, provided that if he is not otherwise entitled under this schedule to time-sharing with the child, he shall pick up the child from Mother's residence and return the child to that same place.

Notwithstanding the weekend periods of time-sharing agreed for Father, it is explicitly agreed that Mother shall have a superior right of time-sharing with the child as follows:

(a) Christmas Holidays in Odd-Numbered Years - In odd-numbered years, beginning at 6:00 p.m. on the day the child is dismissed from school for the Christmas school vacation and ending at noon on December 26.

(b) Christmas Holidays in Even-Numbered Years - In even-numbered years, beginning at noon on December 26 and ending at 6:00 p.m. on the day before school resumes after that Christmas school vacation.

(c) Thanksgiving in Even-Numbered Years - In even-numbered years, beginning at 6:00 p.m. on the day the child is dismissed from school for the Thanksgiving holiday and ending at 6:00 p.m. on the following Sunday.

(d) Summer Weekend Time-Sharing by Mother - If Mother gives Father written notice by April 15 of a year, Mother shall have time-sharing with the child on any one weekend beginning at 6:00 p.m. on Friday and ending at 6:00 p.m. on the following Sunday during any one period of time-sharing by Father during Father's extended summer time-sharing in that year, provided that if a period of time-sharing by Father in that year exceeds thirty days, Mother may have time-sharing with the child under the terms of this provision on any two nonconsecutive weekends during that period and provided that Mother picks up the child from Father and returns the child to that same place.

(e) Extended Summer Time-Sharing by Mother - If Mother gives Father written notice by April 15 of a year, Mother may designate twenty-one days beginning no earlier than the day after the child's school is dismissed for the summer vacation and ending no later than seven days before school resumes at the end of the summer vacation in that year, to be exercised in no more than two separate periods of at least seven consecutive days each, during which Father shall not have time-sharing with the child, provided that the period or periods so designated do not interfere with Father's period or periods of extended summer time-sharing or with Father's Day weekend.

(f) Child's Birthday - If Mother is not otherwise entitled under this schedule to time-sharing with the child on the child's birthday, Mother shall have time-sharing in even-numbered years with the child beginning at 6:00 p.m. and ending at 8:00 p.m. on that day, provided that Mother picks up the child from Father's residence and returns the child to that same place.

(g) Mother's Day Weekend - Each year, beginning at 6:00 p.m. on the Friday preceding Mother's Day and ending at 6:00 p.m. on Mother's Day, provided that if she is not otherwise entitled under this schedule to time-sharing with the child, she shall pick up the child from Father's residence and return the child to that same place.

(7) Trading Holidays. The parents may trade holidays for a given year based upon mutual written agreement. This shall not affect holidays for subsequent years.

(8) General Terms and Conditions. Except as otherwise explicitly provided in this schedule, the terms and conditions of time-sharing with the child that apply regardless of the distance between the residence of a parent and the child are as follows:

(a) Transportation. The parent beginning his or her time-sharing shall provide transportation for the child.

(b) Exchange. Both parents shall have the child ready on time with sufficient clothing packed and ready at the agreed upon time of exchange. If a parent is more than 30 minutes late without contacting the other parent to make other arrangements, the parent with the child may proceed with other plans and activities.

(c) Location. Exchanges shall be at Mother's and Father's homes unless both parents agree to a different meeting place.

(d) Designation of Competent Adult. Each parent may designate any competent adult to pick up and return the child, as applicable. A parent or a designated competent adult must be present when the child is picked up or returned.

(e) Personal Effects. Each parent shall return with the child the personal effects that the child brought at the beginning of the period of time-sharing.

(f) Notice to School and Other Parent. If a parent's period of time-sharing with the child ends at the time school resumes and for any reason the child is not or will not be returned to school, such parent shall immediately notify the school and the other parent that the child will not be or has not been returned to school.

(g) Activities. Each party shall ensure that the child will attend regularly scheduled activities during the periods of time the child spends with him or her.

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