

**Agreement By Natural Father to Support Child Born out of Lawful Wedlock and that Agreement Can be used as an Admission of Father's Paternity in the Event of the Necessity of a Judicial Proceeding**

Child support agreement made on the \_\_\_\_\_  
(*date*), between \_\_\_\_\_ (*Name of Natural  
Father*) of

\_\_\_\_\_  
(*street address, city, county, state, zip code*), referred to herein as *Father*, and  
\_\_\_\_\_  
(*Name of Natural Mother*) of

\_\_\_\_\_  
(*street address, city, county, state, zip code*), referred to herein as *Mother*;

Whereas, *Mother* gave birth to a \_\_\_\_\_ (*male* or *female*)  
child, named \_\_\_\_\_ (*Name of Child*),  
referred to herein as *Child*, on \_\_\_\_\_ (*date*), at  
\_\_\_\_\_  
(*name of hospital*),  
located at \_\_\_\_\_

\_\_\_\_\_  
(*street address, city, county, state, zip code*); and

Whereas, *Mother* has, and shall continue to have, exclusive custody of *Child*; and

Whereas, *Father* admits that he is the father of *Child*, and agrees to assume  
liability for the support of *Child*; and

Whereas, the parties to this agreement are not now, and have never been, married  
to each other;

Now, therefore, for and in consideration of the mutual covenants contained in this  
agreement, and other good and valuable consideration, the receipt and sufficiency of  
which is hereby acknowledged, the parties agree as follows:

**1. Payments for Support**

*Father* agrees to pay, or cause to be paid, to *Mother* \$ \_\_\_\_\_ per  
\_\_\_\_\_ (*week* or *month*) for the care and support of *Child*. The first  
payment of \$ \_\_\_\_\_ shall be due and payable on \_\_\_\_\_  
\_\_\_\_\_ (*date*), and subsequently on \_\_\_\_\_  
(*day of week* or *month*) until *Child* reaches school age. *Father* then agrees to pay *Mother*  
\$ \_\_\_\_\_ per \_\_\_\_\_ (*week* or *month*) for the care,  
support, and education of *Child* until *Child* reaches the age of \_\_\_\_\_ years or until  
the death of *Child*, the marriage of *Child*, or \_\_\_\_\_

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(set forth any additional contingency), whichever event occurs first.

**2. Payment of Medical Expenses**

Father shall also pay or cause to be paid to Mother \$\_\_\_\_\_ to compensate her for medical expenses incurred by her in connection with her pregnancy, confinement, and recovery, as follows: **(itemize each expense and set forth amount allocated to each)** \_\_\_\_\_

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**3. No Paternity Proceedings**

In consideration for the payments to be made by Father, Mother agrees not to institute any action or proceedings in any court to establish judicially the paternity of Child, or to obtain an order for payments from Father for the care, support, or education of Child.

**4. Visitation Rights**

As further consideration for the agreement of Father to make the payments, Mother agrees that Father shall have the right to visit Child at Mother's place of residence at reasonable times and at reasonable intervals, and to have Child accompany him from Mother's place of residence at reasonable times and for reasonable periods, provided that Mother's prior approval and consent have been obtained whenever such rights are exercised by Father. Mother agrees not to withhold her approval and consent without good cause.

**5. Father to Obtain Life Insurance**

Father agrees to take out a life insurance policy, and to designate Mother as beneficiary, within \_\_\_\_\_ (number) days of the date of this agreement. The terms of the life insurance policy shall be such that the proceeds payable under the policy at any time amount to no less than the aggregate of the support payments due from that time until the date child reaches the age of majority. Father shall transfer ownership of the policy to Mother, but shall pay all premiums on the policy during its term.

**6. Default**

If Father fails to make any payment due under this agreement within \_\_\_\_\_ (number) days after such payment is due, Mother, at her option, may rescind this agreement and take any action and institute any proceeding available to her under the laws of \_\_\_\_\_ (name of state). In the event of Father's default and Mother elects to institute legal proceedings against Father, this agreement may be offered as evidence of Father's admission of the paternity of Child.

**7. No Waiver**

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the

terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

**8. Governing Law**

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of \_\_\_\_\_.

**9. Notices**

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement.

**10. Attorney's Fees**

In the event that any lawsuit is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

**11. Entire Agreement**

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

**12. Modification of Agreement**

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

**13. Assignment of Rights**

The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

**14. Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

WITNESS our signatures as of the day and date first above stated.

\_\_\_\_\_  
*(Printed name)*

\_\_\_\_\_  
*(Signature of Mother)*

\_\_\_\_\_  
*(Printed Name)*

\_\_\_\_\_  
*(Signature of Father)*