

Agreement to Give Temporary Custody of Children to Grandparents

Agreement made on the _____ (*date*), between and among _____ (*Name of Husband*) of _____ (*street address, city, county, state, zip code*), referred to herein as *Husband*, _____ (*Name of Wife*), of _____ (*street address, city, county, state, zip code*), referred to herein as *Wife*, _____ (*Name of Grandfather*), of _____ (*street address, city, county, state, zip code*), referred to herein as *Grandfather*, and _____ (*Name of Grandmother*), of _____ (*street address, city, county, state, zip code*), referred to herein as *Grandmother*, said *Grandfather* and *Grandmother* being jointly referred to herein as *Grandparents*.

Whereas, *Husband* and *Wife* acknowledge that at the present time, they are not in a position to provide a suitable living environment for their minor *Children* _____ (*Names of Minor Children*), hereinafter called *Children*; and

Whereas, the parties have therefore concluded that it is in the best interests of the *Children* that custody be given to their _____ (*maternal or paternal*) *Grandparents*; and

Whereas, the parties have agreed that *Grandparents* should have custody of their *Children*, subject to the following rights of visitation;

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. *Husband* and *Wife* shall have the right to have the *Children* with them:
 - A. The first weekend of each month during the regular school year between _____ (*time*) and _____ (*time*);
 - B. Friday evenings between _____ (*time*) and _____ (*time*);
 - C. Sunday evenings between _____ (*time*) and _____ (*time*);
 - D. One week during Easter vacation from _____ (*date and time*) to _____ (*date and time*);
 - E. Two weeks during Christmas vacation from _____ (*date and time*) to _____ (*date and time*); and
 - P. One week during Thanksgiving vacation from _____ (*date and time*) to _____ (*date and time*).
 - Q. _____ (*Husband and Wife*) shall give the *Grandparents* at least

_____ (**number of hours**) hours notice of their intention to have the *Children* for a weekend visit and at least _____ (**number of weeks**) weeks' notice of their intention to have the *Children* for _____ (**Easter, Thanksgiving, Christmas and Summer**) vacation.

2. *Husband and Wife* shall have the right to come to the home of *Grandparents* twice each week at any reasonable hour for the purpose of visiting the *Children*. *Husband and Wife* shall give the *Grandparents* at least _____ (**number of hours**) notice of their intention to come to the home of *Grandparents* for the purpose of visiting the *Children*.

3. Severability

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

4. 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.

7. Governing Law

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

8. 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.

9. 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.

10. 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.

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

(Printed name of Husband)

(Printed name of Wife)

(Signature of Husband)

(Signature of Wife)

(Printed name of Grandfather)

(Signature of Grandfather)

(Printed name of Grandmother)

(Signature of Grandmother)