

Co-Parenting Agreement

This agreement is made this _____ day of _____, 20____, by and between _____ [biological parent] and _____ [non-biological parent], hereafter referred to as the "parties." This agreement as made is prepared to set out our rights and obligations regarding our child who will be born to us, hereafter referred to as "our child." We realize our power to contract, as far as a child is concerned, is limited by state law. We also understand that the law will recognize _____ [name of biological mother/father] as the only mother/father of the child. In the spirit of cooperation and mutual respect, we state the following terms as our agreement:

1. Each clause of this agreement is separate and divisible from the others. Should a court refuse to enforce one or more clauses of this agreement, the others are still valid and in full force.
2. Our intention is to jointly and equally share parental responsibility, with both of us providing support and guidance to our child. We will make every effort to jointly share the responsibilities of raising our child, including but not limited to providing food, clothing and shelter, educating and making medical decisions.
3. A consent for medical authorization will be signed by _____ [biological parent] giving _____ [non-biological parent] equal power to make medical decisions she/he thinks are necessary for our child.
4. The parties will each pay one-half of the out-of-pocket costs to provide the child with food, shelter, child care, clothing, medical and dental care, counseling and any medical or educational expenses necessary to promote her/his welfare.
5. Our child will have the last name _____ [child's last name]. The child's first and middle name(s) will be determined by mutual consent.
6. _____ [biological parent] agrees to designate _____ [non-biological parent] as guardian of our child in her/his will. We understand that naming _____ [non-biological parent] as legal guardian of our child in _____ [biological parent's] will is not legally binding. However, parties wish to express their clear intentions that this agreement should be submitted to any court that is reviewing these matters.
7. The parties acknowledge and agree that all major decisions regarding physical location, support, education and medical care of our child will be jointly made by them.
8. Prior to any separation between the parties, the parties agree to participate in a jointly agreed-upon program of counseling if either of us considers separating from the other.

9. In the event of a separation between the parties, each party will do his/her best to see that our child grows up in a good and healthy environment. Specifically, the parties agree that:
- a. We will do our best to make sure that the child maintains a close and loving relationship with both of us.
 - b. We will share in our child's upbringing and will share in our child's support, depending on our needs, our child's needs and on our respective abilities to pay.
 - c. We will make a good-faith effort to jointly make all major decisions affecting our child's health and welfare, and all decisions will be based upon the best interests of our child.
 - d. Should our child spend a greater portion of the year living with one of us, the person who has actual physical custody will take all steps necessary to maximize the other's visitation and help make visitation as easy as possible.
 - e. If either of us dies, our child will be cared for and raised by the other, whether or not we are living together. We will each state this in our wills.
10. Should any dispute arise between us regarding this agreement, we agree to submit the dispute first to mediation. If mediation is not successful, we agree to submit to binding arbitration, sharing the cost equally.
11. We agree that if any court finds any portion of this contract illegal or otherwise unenforceable, the rest of the contract is still valid and in full force.

Signature

Date

Signature

Date

Witness signature

Date

Notary signature

Date

IMPORTANT NOTE: This sample legal document is provided for informational purposes only and may or may not be valid in your particular state. This sample legal document also may not include the particular provisions you need. We strongly recommend that you consult a competent family or estate planning attorney who is familiar with these issues. This sample legal document in no way constitutes, and should not be relied upon, as legal advice.