

Chemehuevi Indian Tribal Court

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CHILD CUSTODY AGREEMENT

(Adopted by General Order 2020-03)

This Agreement is made on this ____ day _____, _____.

At _____, California, by and between _____,

spouse 1 and _____, spouse 2.

RECITALS

This Agreement is made with reference to the following facts:

1. The parties were married on (date) _____ in the State of _____.

2. The parties have _____ child(ren) of their marriage.

a. Name: _____ DOB: _____

Age: _____ Gender: _____.

b. Name: _____ DOB: _____

Age: _____ Gender: _____.

c. Name: _____ DOB: _____

Age: _____ Gender: _____.

d. Name: _____ DOB: _____

Age: _____ Gender: _____.

e. Name: _____ DOB: _____

Age: _____ Gender: _____.

f. Name: _____ DOB: _____

Age: _____ Gender: _____.

g. Name: _____ DOB: _____

Age: _____ Gender: _____.

h. Name: _____ DOB: _____

Age: _____ Gender: _____.

3. The parties have no other children, living or deceased, natural or adopted, and spouse 2 is not, to her knowledge, expecting.

4. The parties desire by this Agreement to receive all rights and obligations relating to child support, custody, and visitation.

5. **CHECK IF APPLICABLE:**

a. Spouse 1 shall have legal custody of the parties' minor child(ren).

b. Spouse 2 shall have legal custody of the parties' minor child(ren).

c. Spouses agree that both are fit and proper persons to have custody of their minor child(ren) and that they both shall have joint legal custody of said child(ren).

6. For the purposes of this Agreement, the term "weekend" shall mean the period from _____ Friday, until _____ on Sunday.

7. For purposes of this Agreement, the terms "holiday" and "vacation" shall be the holidays and the vacation periods of the school district where Spouse 1 or Spouse 2 resides.

8. CHECK IF APPLICABLE:

a. /___/ Spouse 1 or /___/ Spouse 2 shall have physical custody of the minor children subject to the right of the other spouse to visit said child(ren) as follows;

1. /___/ Every _____ day of the week.

2. /___/ Every _____ weekend.

3. /___/ Every _____ holiday.

4. /___/ Every _____ vacation.

b. /___/ Spouses shall have joint physical custody alternating every other /___/ week, /___/ month, /___/ six months, /___/ year, or *other (specify) _____, commencing with _____ having custody of the minor child(ren) on _____.

c. /___/ In addition, spouses shall have physical custody of the child(ren) on any day or days that are mutually agreed upon by the parties provided that such consent is given in writing and is dated and signed by the parties.

9. The parties' custody, as set forth above, shall include the right to transport the child(ren) from each other's residence provided that the person who is exercising their custody rights pays for the expenses of transportation of the child(ren).

10. CHECK IF APPLICABLE:

a. /___/ The parties agree that their minor child(ren) shall continue to bear the last name of Spouse 1 and the parties minor child(ren) shall not assume the name of Spouse 2's new spouse in the event that she/he remarries.

b. /___/ The parties agree that it is in the best interest of their minor child(ren) to continue to have the association of both of the parents, and therefore, neither party shall

remove the minor child(ren) from the State of _____,
County of _____without the prior written approval
of the other party or a Court order. Neither party shall unreasonably withhold consent
of the other for removal of the minor child(ren) from the State or County.

- c. / Spouse 1 and/or / Spouse 2 consent to allow the child(ren) to participate in any religious services or activities that / Spouse 1 and/or Spouse 2 in his/her discretion deems appropriate without / Spouse 1's and/or / Spouse 2's prior written approval or a Court order.
- d. / The parties shall from time to time communicate with each other in person, or by telephone or by letter concerning the health and well-being of their minor child(ren) and shall promptly notify each other of any significant change in the health or educational progress of the child(ren).
- e. / The parties shall notify each other within a reasonable period of time in person or by telephone or letter of all visits of the minor child(ren) with any doctor, hospital, or place of medical treatment, and shall provide each other with the date of the visit, the name and address of the doctor, the condition treated, the result of treatment, and a description of any appointments made and follow up appointments to said visit, including the name of the doctor, his/her address, date of the appointment, condition to be treated, and treatment to be given.
- f. / Each of the parties shall execute any authorization or documents required such that each party may inquire at the schools attended by the parties' minor child(ren), about the progress, welfare, condition, and status of any child(ren), or to make any other reasonable necessary inquiry. Each party shall further report in person or by

telephone or by letter to each other every /___/ _____ days, /___/ _____ months as to the child(ren)'s progress, including by not limited to: 1) name and address of the present school; 2) names of teachers; 3) most recent grades; 4) existence of any reported educational, emotional or medical problems; and 5) any periods of nonattendance for a period of three (3) days or more and the reasons therefore.

- g. /___/ Each of the parties shall execute any required document, agreement or authorization so that either may inquire personally of any such doctor or hospital which has examined or treated the parties' child(ren) regarding the condition or treatment of the child(ren).
- h. /___/ The parties mutually agree that they will provide for the support and maintenance of the minor child(ren) while the minor child(ren) is/are residing with them and each party waives the right to receive child support from the other party.
- i. /___/ Spouse 1 or /___/ Spouse 2 shall pay to /___/ Spouse 1 or /___/ Spouse 2 for the support, maintenance, and education of their minor child(ren) \$_____ per month, per child, payable in _____ installment(s) of _____ due on the _____ and _____ day of each month commencing on the first day of the month following the execution of this Agreement. The parties agree that this amount is reasonable considering the need of the child(ren) and the financial ability of /___/ Spouse 1 or /___/ Spouse 2 to pay support.
- j. /___/ Spouse 1's or /___/ Spouse 2's obligation to pay child(ren) support ceases if a child dies, attains the age of majority, marries, or is otherwise emancipated, whichever event shall first occur. If either party dies, /___/ Spouse 1's or /___/ spouse

2's; obligation to make payments to ___/ spouse 1 or ___/ Spouse 2 for the support, maintenance, and education of their minor child(ren) shall end and _____ shall have exclusive custody of the minor child(ren).

- k. ___/ On or before April 15th of each year following the execution of this agreement and continuing thereafter until ___/ Spouse 1's or ___/ Spouse 2's obligation to pay child(ren) support ceases, ___/ Spouse 1 or ___/ Spouse 2 shall make available to ___/ Spouse 1 or ___/ Spouse 2 his/her state and federal income tax returns for purposes of verifying the amount of income on which the support payments made pursuant to this Agreement are based. Each income tax return shall be made available to ___/ Spouse 1 or ___/ Spouse 2 mailing a complete copy of each return to the other spouse at the other spouse's residence. ___/ Spouse 1 or ___/ spouse 2 shall take all necessary steps to maintain and preserve the confidentiality of any income tax return received by ___/ Spouse 1 or ___/ Spouse 2.

11. CHECK IF APPLICABLE:

- a. ___/ Spouse 1 or ___/ Spouse 2 shall obtain and maintain in force a policy or insurance providing major medical insurance for the parties' minor child(ren). The medical insurance provided for herein remain in force for the benefit of the minor child(ren) who have not married, attained the age of majority or have otherwise emancipated.
- b. ___/ Spouse 1 or ___/ Spouse 2 shall pay for all medical and dental expenses which are not covered by the insurance provided herein.
- c. ___/ Spouse 1 or ___/ Spouse 2 shall pay for all medical and dental expenses.

- d. / The parties shall each pay one half of all medical and dental expenses which are incurred for the minor child(ren) and which are not covered by the insurance provided herein.
- e. / The parties shall each pay one half of all medical and dental expenses which are incurred for the minor child(ren).
- f. / Spouse 1 or / Spouse 2 shall pay one half of the cost of tuition, books, and incidental fees of the minor child(ren) if they attend an accredited college or university.
- g. / Each party shall pay one half of the cost of tuition, books and incidental fees of the minor child(ren) if they attend an accredited college or university.
- h. / Spouse 1 or / Spouse 2 shall have the right every year commencing with the first tax year following the execution of this Agreement, to claim the parties' minor child(ren) as a dependent on his/her federal and state income tax returns.
- i. / Spouse 1 shall have the right every other tax year, commencing with the first tax year following the execution of this Agreement, to claim the parties' minor child(ren) as a dependent on his federal and state income tax returns. Spouse 2 shall have the right every other tax year to claim the parties' minor child(ren) on her/his federal and state income tax returns.

Executed on the day and year first written above.

Spouse 1

Spouse 2