

PARENTING PLAN

This Parenting Plan (this "Agreement") is made and entered into as of this 17 day of January, 2018, (the "Effective Date") by and between Victor E Rowell, residing at 163 Clousson Road, Houston, TX 77002 ("First Parent") and Mi D Verville, residing at 882 Patterson Street, Abilene, KS 67410 ("Second Parent").

WHEREAS the parties are parents or legal guardians of the following minor child(ren) (referred to herein as the "minor child"):

Nicholas Rowell, born September 23, 2001; and
Lily Rowell, born February 1, 2006; and

WHEREAS, it is the desire and intention of the parties that the care and custody of the minor child be finally fixed by this Agreement.

NOW THEREFORE, First Parent and Second Parent freely and fully accept the provisions, terms and conditions hereof and in consideration of the promises and mutual covenants herein contained as well as for other good and valuable considerations not herein specifically set forth, the parties do hereby agree to the following:

1. Legal Custody of the Minor Child. The parties agree that it is in the best interests of the minor child that the parties share parental responsibilities. Each party recognizes that the other has a right to and shall fully participate in all important matters pertaining to the minor child's upbringing, including health, welfare and education. With this in mind, the parties agree that they shall have shared legal custody of the minor child and that all decisions regarding the health, medical and dental care, education, religion, vacations, travel, welfare and other aspects of the upbringing of the minor child shall be made on a joint decision making basis.

2. Physical Custody of the Minor Child. Subject to the terms and conditions set out below, the parties agree that they shall share physical custody of the minor child. The parties agree that First Parent will claim the minor child on his/her federal, state and local tax returns.

3. Minor Child's Medical Insurance. The parties shall share equally the costs for maintaining existing medical insurance for the minor child. Any and all reasonable expenses not covered shall be shared equally between the parties.

4. Bankruptcy. The rights, obligations and responsibilities provided in this Agreement shall not be dischargeable in bankruptcy.

5. Legal Representations. Each party has had the opportunity to have independent counsel and legal advice of his/her own selection in the negotiation of this Agreement. Each party fully understands the facts and has been fully informed as to his/her legal rights and obligations.

6. Fees and Costs. Each party shall be solely responsible for his/her respective attorney's fees and costs incurred as a result of the negotiation of this Agreement. However, in the event that either party shall retain or engage an attorney or attorneys to collect or enforce or protect his/her interest with respect to

this Agreement, the prevailing party shall be entitled to receive payment of all costs and expenses of such collection, enforcement or protection, including reasonable attorneys' fees.

7. Free and Voluntary Execution. The parties hereto declare that they have fully read and fully understand the provisions contained in this Agreement and believe this Agreement to be fair, just and reasonable. Each party is signing this Agreement freely and voluntarily, without undue influence, fraud, collusion or misrepresentation, and intend to be bound by it.

8. Further Assurances. Each party shall execute, acknowledge or deliver any instrument, paper or document, furnish any information or take such other actions as reasonably may be necessary in connection with the performance of the obligations set forth in this Agreement.

9. Modifications and Amendments. This Agreement may only be amended or modified or deemed amended or modified by an agreement in writing duly signed by the parties or by any court of competent jurisdiction.

10. No Waiver. Any non-written waiver by either party of any provision of this Agreement or any right or option hereunder shall not be controlling, nor shall it prevent such party from thereafter enforcing such provision, right or option. The failure of either party to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Agreement by the other party shall not be construed as a waiver or relinquishment for the future of any such term or provision, but the same shall continue in full force and effect.

11. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of Texas.

12. Disputes. The parties agree that in the event it shall become necessary to enforce this Agreement or any term hereof, the parties shall first attempt to mediate the issue with a certified mediator to be mutually agreeable to each. In the event that the parties are unable to mediate the issue, either party shall thereafter be free to seek the enforcement of this Agreement in the applicable court of competent jurisdiction.

13. Attorney's Fees. If either Party brings legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover from the other Party its expenses (including reasonable attorneys' fees) incurred in connection with the action and any appeal.

14. Admissibility. This Agreement or a copy of the same may be introduced in evidence by either party to this cause, and the court is requested to make the same a part of any final order or final judgment entered in this cause. This Agreement will be construed as being jointly prepared and written by all parties hereto.

15. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.

16. Mutual Release. Except as provided in this Agreement, each party releases the other from all claims, demands due, debts, rights, or causes of action in contract, tort or otherwise up to the date of this Agreement.

17. Headings. The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision of this Agreement.

18. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, heirs, administrators, executors, successors and permitted assigns.

19. Entire Agreement. This Agreement contains the entire understanding of the parties, who hereby acknowledge that there have been and are no representations, warranties, covenants, or understandings other than those expressly set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

First Parent Signature

Victor E Rowell

First Parent Full Name

Second Parent Signature

Mi D Verville

Second Parent Full Name

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GENERAL INSTRUCTIONS

What is a Parenting Plan?

A Parenting Plan is an agreement between the parents of a child or children that sets out the details regarding the custody, visitation, and parenting arrangements of the child or children. During a separation or a divorce, a former couple must decide how to split everything they accumulated, including any children they may have had. A Parenting Plan allows the parents to detail who gets to make decisions about the child, how much time each party will spend with the child, and whether any party will receive child support, as well as any other agreements the parents may come to.

When is a Parenting Plan Needed?

Divorces and separations can be messy, especially if the parties have children. A Custody Agreement can help ease some of the some of the uncertainty and tension for both the parents and the child.

If you and your partner are splitting up and you have children, you will need a Custody Agreement. The agreement can be a temporary agreement, or a permanent agreement that is approved by a court with jurisdiction. This document can help you determine:

- Child support
- Legal custody
- Physical custody
- Visitation or parenting schedule
- Medical care
- Education
- Holidays
- Rules and guidelines
- Child care
- Relocation
- Communication
- Travel

The most important factor when preparing a Custody Agreement is to consider the best interests of the child, especially if you will have the agreement approved by a court. It is important to remember that the child will be greatly affected in a separation.

Not only will he or she be dealing with the anger, frustration and disappointment of a divorce, having two new homes, and spending less time with one parent, but also having to give up time and desires to accommodate the new arrangements.

What Should be Included in a Parenting Plan?

A simple Parenting Plan should generally address the following:

- **Parents:** The names and addresses of the parents of the child.
- **Child:** The names and birthdates of the children who are the subject of the agreement.
- **Legal Custody:** Which parent will have the right to make important decisions for the child?
- **Physical Custody:** Which parent will the child live with?
- **Parenting Schedule or Visitation:** Specific details regarding splitting the child's time between the parents.
- **Child Support:** Whether or not one parent will be entitled to receive money from the other parent for the care of the child.
- **Parent's Rights and Responsibilities:** What actions can and cannot be taken while the child is under the care of the other parent?
- **Expenses:** Which parent will be responsible for the expenses of the child, including medical insurance and tuition?
- **Disputes:** Will the parties first attempt mediation if disputes arise regarding the agreement?
- **Court Order:** Will the agreement be filed in court as part of a separation or divorce agreement?

Other Names

As a reference, a Custody Agreement is known by other names:

- Child Custody Plan
- Child Custody Agreement
- Child Visitation Agreement
- Custody Agreement
- Parenting Agreement