

State of \_\_\_\_\_

# CHILD SUPPORT MODIFICATION

This Child Support Modification (this "Modification") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, (the "Effective Date") by and between:

**Parent Paying Child Support:** \_\_\_\_\_ [Name], residing at \_\_\_\_\_ [Address] ("First Parent") and

**Parent Receiving Child Support:** \_\_\_\_\_ [Name], residing at \_\_\_\_\_ [Address] ("Second Parent").

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

Name: \_\_\_\_\_ Birthdate: \_\_\_\_\_  
Name: \_\_\_\_\_ Birthdate: \_\_\_\_\_  
Name: \_\_\_\_\_ Birthdate: \_\_\_\_\_  
Name: \_\_\_\_\_ Birthdate: \_\_\_\_\_  
Name: \_\_\_\_\_ Birthdate: \_\_\_\_\_ and

WHEREAS, the parties are expecting: (Check one)

- NO other children; and
- \_\_\_\_\_ [Number] child(ren) to be born on \_\_\_\_\_ [Expected due date], together with the child(ren) above, referred to herein as the "minor child"); and

WHEREAS, the parties previously entered into an agreement, dated \_\_\_\_\_ (the "Agreement"), regarding the payment of child support by First Parent to Second Parent in the amount of \$\_\_\_\_\_ (Check one)  monthly  bi-monthly  weekly  bi-weekly, for the care and support of the minor child; and

WHEREAS, it is the desire and intention of the parties to adjust the monthly payments by the First Parent previously fixed in the Agreement.

NOW THEREFORE, both parties 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. **Child Support.** The parties agree that First Parent shall pay to Second Parent the sum of \$\_\_\_\_\_ (Check one)  monthly  bi-monthly  weekly  bi-weekly as and for child support. The child support shall be paid directly to Second Parent beginning \_\_\_\_\_, 20\_\_\_\_ and shall be paid on the first day of every (Check one)  month  other month  week  other week thereafter.



Child Support Guidelines (Check one)

NOT according to state guidelines. Both parties acknowledge that they are fully informed of their rights under state law, and the amount of child support was mutually agreed upon despite differing from the applicable state child support guidelines. The parties agree that the agreed upon amount of child support is in the best interests of the minor child.

According to state guidelines. The amount of child support has been determined in accordance with the applicable state child support guidelines ( attached hereto as Exhibit A).

The parties acknowledge that the child support arrangement shall not be legally binding until approved in a court order.

2. **Minor Child's Tuition Expenses.** The parties agree that (Check one)  both parties equally

First Parent  Second Parent shall be responsible for all reasonable expenses related to the minor child's schooling, including tuition, books and supplies and transportation.

3. **Minor Child's Medical Insurance.** (Check one)

The parties shall share equally the costs for maintaining existing medical insurance for the minor child.

First Parent shall be responsible for all premiums and expenses related to medical insurance for the minor child.

Second Parent shall be responsible for all premiums and expenses related to medical insurance for the minor child.

4. **Waiver of Payment Through Clerk.** (Check one)

Not applicable.

Both parties waive participation in any applicable Central Depository Payment Program or the payment of child support through any clerk of court, direct deposit program or other third party entity (the "Central Depository"); and accordingly, payments need not be made through the Central Depository and shall be made directly to the party entitled thereto. In the event of the tardiness of payments or other difficulty experienced by the receiving party, either party may subsequently apply to the Central Depository to activate participation and have child support payments directed through the Central Depository in the event that it becomes necessary to secure or obtain payments made hereunder.

5. **Full Force and Effect.** Except as otherwise expressly modified herein, the Agreement remains unchanged and continues in full force and effect.

6. **Bankruptcy.** The rights, obligations and responsibilities provided in this Modification shall not be dischargeable in bankruptcy.



7. **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 Modification. Each party fully understands the facts and has been fully informed as to his/her legal rights and obligations.

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

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

10. **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 Modification.

11. **Amendments.** This Modification 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.

12. **No Waiver.** Any non-written waiver by either party of any provision of this Modification 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 Modification 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.

13. **Governing Law.** This Modification shall be construed and governed in accordance with the laws of the State of \_\_\_\_\_.

14. **Disputes.** (Check one)

Legal action. In the event it shall become necessary to enforce this Modification or any term hereof, either party shall be free to seek enforcement of this Modification in the applicable court of competent jurisdiction.

Mediation, then legal action. The parties agree that in the event it shall become necessary to enforce this Modification 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 Modification in the applicable court of competent jurisdiction.



15. **Attorney's Fees.** (Check if applicable, strike out if not)

If either party brings legal action to enforce its rights under this Modification, 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.

16. **Admissibility.** This Modification 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 Modification will be construed as being jointly prepared and written by all parties hereto.

17. **Severability.** If any provision of this Modification 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 Modification.

18. **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 Modification.

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

20. **Entire Agreement.** This Modification 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.

21. **Miscellaneous.** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
**First Parent** Signature

\_\_\_\_\_  
**First Parent** Full Name

\_\_\_\_\_  
**Second Parent** Signature

\_\_\_\_\_  
**Second Parent** Full Name



**Signed in the presence of:**

**First Witness**

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**First Witness** Signature (date)

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**First Witness** Name

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**First Witness** Address

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**First Witness** City, State and Zip Code

**Second Witness**

---

**Second Witness** Signature (date)

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**Second Witness** Name

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**Second Witness** Address

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**Second Witness** City, State and Zip Code



**NOTARY ACKNOWLEDGMENT**

State of \_\_\_\_\_ )  
   )     **(Seal)**  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by the undersigned, \_\_\_\_\_ [First Parent], who is personally known to me or satisfactorily proven to me to be the person whose name is subscribed to the within instrument.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

State of \_\_\_\_\_ )  
   )     **(Seal)**  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by the undersigned, \_\_\_\_\_ [Second Parent], who is personally known to me or satisfactorily proven to me to be the person whose name is subscribed to the within instrument.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



## EXHIBIT A

