

CHILD SUPPORT MODIFICATION

This Child Support Modification (this "Modification") is made and entered into as of this _____, (the "Effective Date") by and between _____, residing at _____, _____, _____ ("First Parent") and _____, residing at _____, _____, _____ ("Second Parent").

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

WHEREAS, the parties are expecting no other children; and

WHEREAS, the parties previously entered into an agreement, dated _____ (the "Agreement"), regarding the payment of child support by _____ to First Parent in the amount of _____ per month, 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 _____ 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 _____ shall pay to First Parent the sum of _____ per month as and for child support. The child support shall be paid directly to First Parent beginning _____ and shall be paid on the first day of each month thereafter. 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 _____ 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.** _____ shall be responsible for all premiums and expenses related to medical insurance for the minor child.

4. **Waiver of Payment Through Clerk.** 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.** 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.** 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

First Witness Signature (date)

First Witness Name

First Witness Address

First Witness City, State and Zip Code

Second Witness

Second Witness Signature (date)

Second Witness Name

Second Witness Address

Second Witness City, State and Zip Code

NOTARY ACKNOWLEDGEMENT

State of _____)
) (Seal)
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by the undersigned, _____, 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, _____, 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: _____

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GENERAL INSTRUCTIONS

What is a Child Support Modification?

A child support modification agreement is a change to the court ordered child support agreement between the parties that is currently in place. At the time when the initial child support agreement is ordered, each party's life situation is considered when deciding the monthly amount of payment. However, the court understands that life situations can change and modification of the child support agreement allows one or both parties to ask for permanent or temporary changes to the original child support agreement.

When Do I Need One?

There are a number of different reasons that you might need a modification of child support. Here are a few of the top situations where a child support modification might be called for:

- The original child support agreement seems unfair.
- Employment status has changed.
- Earnings have changed.
- Life situation/marital status has changed.
- Children's ages and needs have changed.
- Medical or other unforeseeable circumstances.
- Child now lives with the other parent.

The Consequences of Not Using One

The immediate consequence of not having a modification is that the initial order of child support will stay enforceable. If your life circumstances have changed, you'll still be responsible for making child support payments at the previously agreed upon amount in a timely manner. You will also still owe the payments if you fall behind. Those debts never go away - even in a case where you declare bankruptcy, that debt is still owed until it's paid in full. In most states, there are penalties for lapsing on child support payments. The penalties may vary from state to state, but some common consequences include suspension of driver's license; warrant for arrest issued; contempt of court; wage garnishment; tax refunds may be withheld; liens put on property, to name a few.

The Process of Applying for Modification of Child Support

It's important that you pay attention to the laws in your specific state because they do vary somewhat on issues of child support and modification. For example, in the state of Illinois, you can apply for a modification of child support if you haven't had the order modified in the previous three years. You can also petition for modification if there are changes to your life circumstances. The state of Illinois places a three year standard period on modification because they believe that life situations can change significantly in that period for a child and parents. Essentially, you don't need to have proof of changing life situations in order to seek a modification after three years. However, you should note that the judge may find that child support should be lowered if the other party shows a loss of income or there are other factors. The process of applying may differ slightly from state to state. Generally, you should meet a basic standard - you need to be able to show that there are circumstances which warrant a change in your child support payment agreement.

Child support modification will also often not touch other issues. For example, modification agreements won't discuss spousal support or visitation agreements. Those issues are dealt with separately in many states. Steps to have child support modified:

- Create a child support modification agreement.
- Fill out court forms.
- Review your forms.
- File with the court clerk.
- Serve the other parent notice.
- File proof of service.

Once you go in front of the judge, you'll need to provide evidence that there has been a significant shift in circumstances which warrants a change in the child support agreement. If both parties agree to a modified child support agreement, the judge will then change the child support order. You must go before a judge to have the order changed legally. If both parties don't agree, modifying the child support agreement is still possible. You will need to bring all of your records to make certain the judge can see how exactly the circumstances have changed to merit a new order. The judge will decide based on the records presented whether or not to grant the child support modification order.