

FAMILY AGREEMENT

Location: _____ Date: _____

Parties:

This Family Agreement is made between the following parties:

- Parent(s): _____
- Child(ren): _____

Recitals:

WHEREAS the parties wish to record their mutual understandings and agreements in relation to family matters, including but not limited to financial support, property arrangements, parenting responsibilities, and dispute resolution; and WHEREAS the parties intend for this Agreement to be legally binding and enforceable under the laws of Australia;

1. Definitions and Interpretation

In this Agreement, unless the context otherwise requires: 'Children' means the biological, adopted or step-children named above; 'Property' means all assets, real and personal, owned by any party; 'Support' means financial and other assistance as agreed herein.

2. Parenting Responsibilities and Arrangements

The parties agree to act in the best interests of the Children, including sharing parental responsibilities and making decisions jointly or as otherwise agreed. Living arrangements, visitation rights, education, health care, and cultural connections shall be as agreed by the parties or as ordered by a competent court.

3. Financial Support and Maintenance

The parties agree that reasonable financial support for the Children and/or other family members shall be provided in accordance with applicable Australian laws, including the Child Support Scheme. Support amounts, frequency, and method of payment shall be as mutually agreed or ordered by the court.

4. Property and Asset Management

The parties acknowledge their respective rights and interests in property. Any agreements relating to property division, vesting, use, or transfer shall be set forth in writing. Parties agree to cooperate in good faith to manage, protect and, if necessary, divide property in accordance with this Agreement and Australian law.

5. Dispute Resolution

In the event of any dispute arising out of or relating to this Agreement, the parties agree to first attempt to resolve the matter through mediation or family dispute resolution, in accordance with the Family Law Act 1975 (Cth) and related regulations, before resorting to court proceedings.

6. Confidentiality

The parties agree to keep the terms and existence of this Agreement confidential, except as required by law or agreed upon in writing by the parties.

7. Legal Advice and Independent Consideration

Each party acknowledges that they have had the opportunity to seek independent legal advice before executing this Agreement and that they enter into it voluntarily and with an understanding of its terms.

8. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Australia and the applicable state or territory law. The parties submit to the exclusive jurisdiction of the courts of Australia.

9. Entire Agreement

This Agreement constitutes the entire agreement between the parties concerning the subject matter and supersedes all prior discussions, agreements or understandings of any kind.

10. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

11. Execution and Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures shall be valid.

PARENT(S) SIGNATURE

CHILD(REN) SIGNATURE

Signature: _____

Signature: _____

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