

**SUPPORT AGREEMENT**

Court Case Number

IN THE \_\_\_\_\_ COURT OF \_\_\_\_\_ COUNTY, ALABAMA

\_\_\_\_\_  
(Plaintiff)

v.

\_\_\_\_\_  
(Defendant)

- WHEREAS, the Plaintiff is now receiving Family Assistance toward the support of the below-named child(ren) from the State of Alabama, Department of Human Resources, and has assigned, by operation of law, support rights in regard to the child(ren) to the State of Alabama, Department of Human Resources; OR
- The Plaintiff is now receiving services from the State of Alabama for the enforcement of support pursuant to Title IV-D of the Social Security Act, as amended; OR
- The Plaintiff is not receiving services from the State of Alabama for the enforcement of support pursuant to Title IV-D of the Social Security Act, as amended.

WHEREAS, the Defendant in this cause has acknowledged that (s)he is the parent of the child(ren) named as follows: \_\_\_\_\_, and the Defendant has acknowledged that (s)he has a legal duty to support the child(ren).

- WHEREAS, the Defendant in the cause has acknowledged that (s)he is the spouse/former spouse of \_\_\_\_\_ and the Defendant acknowledges that (s)he has a legal duty to support the spouse/former spouse.

WHEREAS, the Defendant and the Plaintiff have reached an agreement in regard to the amount and method of the payment.

NOW, THEREFORE, IN CONSIDERATION OF THE MATTER SET OUT ABOVE AND IN CONSIDERATION OF THE OTHER MUTUAL BENEFITS INCURRED BY BOTH PARTIES, THE PARTIES MUTUALLY AGREE AND COVENANT WITH EACH OTHER AS FOLLOWS:

1. The Defendant shall pay the following:

- \$ \_\_\_\_\_ per \_\_\_\_\_ commencing on \_\_\_\_\_ for the support and maintenance of the child(ren) named above.
- \$ \_\_\_\_\_ representing retroactive child support to be paid at the rate of \$ \_\_\_\_\_ per \_\_\_\_\_ commencing \_\_\_\_\_.
- \$ \_\_\_\_\_ representing previous medical support to be paid at the rate of \$ \_\_\_\_\_ per \_\_\_\_\_ commencing \_\_\_\_\_.
- \$ \_\_\_\_\_ representing child support arrearage owed as of \_\_\_\_\_ under the prior Court's order to be paid at the rate of \$ \_\_\_\_\_ per \_\_\_\_\_ commencing on \_\_\_\_\_.
- \$ \_\_\_\_\_ per \_\_\_\_\_ commencing on \_\_\_\_\_ for the support of the spouse/former spouse named above as previously ordered by the \_\_\_\_\_ Court of \_\_\_\_\_ County.
- \$ \_\_\_\_\_ representing spousal support arrearage owed as of \_\_\_\_\_ under the prior Court's order to be paid at the rate of \$ \_\_\_\_\_ per \_\_\_\_\_ commencing on \_\_\_\_\_.
- \$ \_\_\_\_\_ representing interest which has accrued on the above arrearages.

2. These sum(s) are to be reduced to a judgment for which let execution issue. Interest will continue to accrue on the child support arrearage until the judgment has been satisfied in full as provided in *Ala.Code 1975, Section 8-8-10*.

3. The support payments shall be made payable to Alabama Child Support Payment Center at P.O. Box 244015, Montgomery, AL 36124-4015.

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4.  The Defendant OR  the Plaintiff, wherever employed, shall include the child(ren) named above on any health insurance policy or health insurance coverage at his or her place of employment and shall provide proof of the coverage within thirty (30) days of the date of this agreement to the other party in non Title IV-D cases OR to the \_\_\_\_\_ County Department of Human Resources in Title IV-D cases.
- The Defendant OR  the Plaintiff shall include the child(ren) named above on any health insurance policy or health insurance coverage which he or she shall purchase and shall provide proof of the coverage within thirty (30) days of the date of this agreement to the other party in non-Title IV-D cases OR to the \_\_\_\_\_ County Department of Human Resources in Title IV-D cases.
- The Defendant shall pay \_\_\_% and the Plaintiff shall pay \_\_\_% of all unreimbursed health expenses. The parties must submit within 30 days any unreimbursed health expenses to the other party and payment of the expenses must be made within 30 days of submission.
- The Defendant shall pay the sum of \$\_\_\_\_\_ per \_\_\_\_\_ commencing on \_\_\_\_\_ for the medical support of the child(ren) named above, as health insurance is not accessible, not available, or is not available at a reasonable cost.
- Other arrangements regarding medical insurance: \_\_\_\_\_.
5. This agreement may be incorporated into any order or judgment of the court regarding support of the above-named child(ren) and spouse/former spouse.
6. The Defendant agrees to notify \_\_\_\_\_ as to any change in address, employment, or lapse or change in health insurance affecting dependent children.
7. The Defendant acknowledges and understands that an immediate income withholding order will be entered by the Court.
8. The Defendant understands that when the support payments are ordered paid directly to the Clerk of this Court, there shall be paid an additional \$1.00 administrative fee as provided in *Ala.Code 1975, Section 12-19-26*, with each periodic payment.
9. The agreement of child support made herein was determined by application of the Child Support Guidelines established by Rule 32, Alabama Rules of Judicial Administration. The Child Support Guidelines (CS-42) and the Child Support Obligation Income Statement/Affidavit (CS-41) forms have been filed herein and are made a part of the record in this case.
10. The costs of these proceedings shall be taxed as follows :  against Plaintiff, for which let execution issue;  against Defendant, for which let execution issue;  waived.
11. Other: \_\_\_\_\_.

\_\_\_\_\_  
Defendant's Signature

\_\_\_\_\_  
Plaintiff's Signature

By \_\_\_\_\_

\_\_\_\_\_  
Title

Sworn to and subscribed before me this  
\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Address

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Telephone Number

Sworn to and subscribed before me this  
\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_