

Memorandum of Understanding

William John Smith
Susan Lynn Smith

Date of marriage: May 7, 1989

Children:
Jennifer Diane Smith – DOB 10/11/94

Dates of mediations:
September 15, 2002
September 20, 2002

Prepared by:
Scott R. Hardy, Principal Mediator
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This memorandum of understanding is the result of a deliberative mediation process between the parties with Scott R. Hardy of Carolina Divorce Mediators as mediator. It is understood and acknowledged by the parties that this memorandum is not itself a legally-binding document. It is further understood and acknowledged by the parties that their signing of this memorandum indicates only that the document accurately reflects the points of agreement created by the parties in mediation. It is the parties' intention to have this memorandum become part of their legally-binding settlement. The parties further acknowledge that they have been advised by Scott Hardy of Carolina Divorce Mediators to seek responsible legal counsel and responsible financial advice before making any irrevocable decisions, signing any separation agreements, or entering into any other legal contracts.

The following mediated agreement is entered into by William John Smith and Susan Lynn Smith out of deep respect for each other and a shared love and respect for their child, Jennifer Diane Smith (Birth date: 10/11/94). Both have arrived at the following agreements in the process of mediation. These agreements represent a total package, carefully balancing their mutual and individual interests as well as the interests of their children. Both parties wish that these agreements be incorporated into the divorce separation agreement. Both parties acknowledge that they have been advised and encouraged to have their individual attorney and financial/tax advisor review any documents prior to signing.

CUSTODY

Both parents agree to joint legal custody and joint physical custody. If either parent moves more than 50 miles from Charlotte, N.C. city center, both parents agree to mediate any changes in the custody arrangement and the time spent with Jennifer prior to litigation. If either parent moves but remains inside the 50 mile radius of Charlotte, N.C. city center, both parents agree to meet halfway between the two residences for the purpose of transporting Jennifer from one parent's residence to the other.

TIME SPENT WITH EACH PARENT

Both parents agree that Susan and William wish to remain active parents in Jennifer's life. William will have Jennifer every other weekend from 6:00 p.m. on Friday evening until he delivers her to school on the following Monday morning. He will also have Jennifer one additional "floating" day during each week beginning at 6:00 p.m. until the following morning when she is delivered to school. If school is not in session, Jennifer will be delivered to Susan's residence. This additional "floating" day is chosen at William's discretion and he agrees to notify Susan as to which day he desires at least 14 days in advance due to his travel schedule. If William has a scheduling conflict and is unable to use his "floating" day, Susan agrees to reimburse the missed day within the next 14 days realizing that this may permit William to have two floating days in a single week.

Both parents agree to the following holiday schedules and acknowledge that these schedules will take precedence over the normal week-to-week schedule.

Spring Break – Both parents agree that the normal schedule will apply.

Easter Sunday – Both parents agree that the normal schedule will apply.

Memorial Day - Both parents agree that the normal schedule will apply.

Mother's Day - Both parents agree that Susan will have Jennifer every year from 10:00 a.m. until 5:00 p.m.

Father's Day - Both parents agree that William will have Jennifer every year from 10:00 a.m. until 5:00 p.m.

Labor Day - Both parents agree that the normal schedule will apply.

Independence Day - Both parents agree that the normal schedule will apply.