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(Consolidated up to 36/2018)

ALBERTA REGULATION 155/2005

Income and Employment Supports Act

SUPPORT AGREEMENT REGULATION

Interpretation

1 For the purposes of this regulation,

(a) “Child Support Guidelines” means the Alberta Child Support Guidelines (AR 147/2005);

(b) “Guideline Income” means the annual income of a payor or of a recipient as calculated in accordance with the Child Support Guidelines.

AR 155/2005 s1; 121/2014

Child Support Agreement

1.1 The prescribed form of support agreement for the purposes of a child support agreement under Part 5 of the Income and Employment Supports Act is set out in the Schedule.

AR 121/2014 s2

2 Repealed AR 36/2018 s2.

Coming into force

3 This Regulation comes into force on October 1, 2005.

Schedule

Support Agreement

This Support Agreement is made on (yyyy/mm/dd) at ______, Alberta under Part 5 of the Income and Employment Supports Act

BETWEEN:

__________________________________________, the Recipient

-and-

__________________________________________, the Payor.
A The Recipient and Payor agree that:

☐ They were married to each other and are divorced. There is no existing court order that includes child support.

OR

☐ They are married to each other, but have lived separate and apart since (yyyy/mm/dd). There is no existing court order for child support.

OR

☐ They have never been married and there is no existing court order for child support.

OR

☐ The Recipient is not a parent of the child(ren) but has care and control of the child(ren) who is/are subject to this Support Agreement and there is no existing court order for child support.

B ☐ (Payor full name) acknowledges that s(he) is the parent of:

Full name(s) of Child(ren) born   Birth Date (yyyy/mm/dd)
1. __________________________   / / 
2. __________________________   / / 
3. __________________________   / / 
4. __________________________   / / 

AND/OR

☐ (Payor full name) acknowledges that s(he) is standing in the place of a parent to:

Full name(s) of Child(ren) born   Birth Date (yyyy/mm/dd)
1. __________________________   / / 
2. __________________________   / / 
3. __________________________   / / 
4. __________________________   / / 

AND/OR

☐ The birth of a child(ren) is expected on (yyyy/mm/dd), and the Payor acknowledges that s/he is the parent.

AND/OR
☐ The Recipient and the Payor have a shared parenting arrangement where each parent has the care and control of the child(ren) for more than 40% but less than 60% of the time.

AND/OR

☐ The Recipient and the Payor have a split parenting arrangement as follows:

Residing with  (Recipient full name)

Full name(s) of Child(ren) born  Birth Date (yyyy/mm/dd)
1.  /  
2.  /  
3.  /  
4.  /  

Residing with  (Payor full name)

Full name(s) of Child(ren) born  Birth Date (yyyy/mm/dd)
1.  /  
2.  /  
3.  /  
4.  /  

IT IS AGREED THAT:

1  Determination of Income

☐ The Payor has a Guideline Income of $_____.

OR

☐ The Payor has a Guideline Income of $_____ and the Recipient has a Guideline Income of $_____.

OR

☐ The Parties have a shared parenting arrangement where child support is determined by taking into account the difference between the amounts payable by each parent, under the Child Support Guidelines as follows:

(Recipient full name)  has a Guideline Income amount of $_____, and has a monthly obligation to pay $____ child support for  (number)  child(ren);

(Payor full name)  has a Guideline Income amount of $_____, and has a monthly obligation to pay $____ child support for  (number)  child(ren).
This amount takes into account the difference between the amounts that the parents would otherwise pay if a child support order were sought against the Payor and the Recipient, the costs of shared parenting arrangements and the circumstances of each of them and the child(ren).

OR

☐ The Parties have a split parenting arrangement where child support is based on the difference between the amounts payable by each parent under the Child Support Guidelines as follows:

(Recipient full name) has a Guideline Income amount of $_____, and has a monthly obligation to pay $_____ child support for (number) child(ren);

(Payor full name) has a Guideline Income amount of $_____, and has a monthly obligation to pay $_____ child support for (number) child(ren).

2 Standard Child Support

(a) The Payor must pay the Recipient support for the above child(ren) as follows:

☐ $_____ each month on the ___ day of each month beginning on (yyyy/mm/dd).

OR

☐ $_____ each month beginning on (yyyy/mm/dd), by payments of $_____ on the ___ day of the month and $_____ on the ___ day of the month.

OR

☐ $_____ each month on the ___ day of each month beginning on (yyyy/mm/dd) and ending on (yyyy/mm/dd), and after that date $_____ each month on the ___ day of the month.

OR

☐ To reflect the shared parenting of the child(ren) by both parents, $_____ each month on the ___ day of each month beginning on (yyyy/mm/dd), being the difference between the amounts payable by each parent under the Child Support Guidelines.

OR
To reflect the shared parenting of the child(ren) by both parents, $_____ each month on the ____ day of each month beginning on (yyyy/mm/dd), by payments of $______ on the ____ day of the month and $______ on the ____ day of the month, being the difference between the amounts payable by each parent under the Child Support Guidelines.

OR

To reflect the shared parenting of the child(ren) by both parents, $_____ each month beginning on (yyyy/mm/dd) and ending on (yyyy/mm/dd), and after that date $_____ each month on the ____ day of the month, being the difference between the amounts payable by each parent under the Child Support Guidelines.

OR

To reflect the split parenting of the child(ren) by both parents, $_____ each month on the ____ day of each month beginning on (yyyy/mm/dd), by payments of $______ on the ____ day of the month and $______ on the ____ day of the month, being the difference between the amounts payable by each parent under the Child Support Guidelines.

OR

To reflect the split parenting of the child(ren) by both parents, $_____ each month beginning on (yyyy/mm/dd) and ending on (yyyy/mm/dd), and after that date $_____ each month on the ____ day of the month, being the difference between the amounts payable by each parent under the Child Support Guidelines.

(b) The Payor must pay the Recipient the sum of $______ for child support arrears accumulated since (yyyy/mm/dd) payable in full and final settlement of these arrears as follows:
☐ A single payment to be paid on or before (yyyy/mm/dd).

OR

☐ $____ to be paid beginning on (yyyy/mm/dd) and continuing on the ____ day of each month thereafter until $____ is paid in full.

(c) When a child named in this Support Agreement is no longer subject to the agreement, the standard child support payment will be reduced based on the Payor’s Guideline Income and the number of children still subject to the agreement, in accordance with the Child Support Guidelines.

3 Additional Expenses

☐ Not applicable. No additional expenses are payable.

OR

(a) ☐ Monthly Expenses

In addition to the standard support payment under clause 2, the Payor must pay the Recipient $____ for additional expenses for the child(ren) according to the terms stated in clause 2. For example, if clause 2 indicates a bi-monthly payment, then the dollar amounts listed below will be paid in two equal increments, monthly:

<table>
<thead>
<tr>
<th>Full Name of Child</th>
<th>Nature of Expense</th>
<th>Monthly Expense ($)</th>
<th>Payor’s Proportionate Share</th>
<th>Monthly Amount Payable by Payor</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.______</td>
<td>_______</td>
<td>$______</td>
<td>_____%</td>
<td>$______</td>
</tr>
<tr>
<td>2.______</td>
<td>_______</td>
<td>$______</td>
<td>_____%</td>
<td>$______</td>
</tr>
<tr>
<td>3.______</td>
<td>_______</td>
<td>$______</td>
<td>_____%</td>
<td>$______</td>
</tr>
<tr>
<td>4.______</td>
<td>_______</td>
<td>$______</td>
<td>_____%</td>
<td>$______</td>
</tr>
</tbody>
</table>

AND/OR

☐ Yearly expenses

In addition to the standard support payment under clause 2, the Payor must pay the Recipient $____ for additional expenses for the child(ren) on (mm/dd) of each year beginning (yyyy/mm/dd), allocated as follows:

<table>
<thead>
<tr>
<th>Full Name of Child</th>
<th>Nature of Expense</th>
<th>Yearly Expense ($)</th>
<th>Payor’s Proportionate Share</th>
<th>Annual Amount Payable by Payor</th>
</tr>
</thead>
</table>

6
1. ______  ______  $ ______  ______%  $ ______
2. ______  ______  $ ______  ______%  $ ______
3. ______  ______  $ ______  ______%  $ ______
4. ______  ______  $ ______  ______%  $ ______

AND/OR

☐ One-time expenses
In addition to the standard support payment under clause 2, the Payor must pay the Recipient $ ______ for a one-time additional expense for the child(ren) on (yyyy/mm/dd), allocated as follows:

<table>
<thead>
<tr>
<th>Full Name of Child</th>
<th>Nature of Expense</th>
<th>One-time Expense ($)</th>
<th>Payor’s Proportionate Share %</th>
<th>One-time Amount Payable by Payor</th>
</tr>
</thead>
</table>
| 1. ______  ______  $ ______  ______%  $ ______
| 2. ______  ______  $ ______  ______%  $ ______
| 3. ______  ______  $ ______  ______%  $ ______
| 4. ______  ______  $ ______  ______%  $ ______

AND

(b) When a child named in this Support Agreement is no longer subject to the agreement, the Payor will no longer be responsible to pay additional expenses for that child.

(c) If the Recipient should cease to incur an additional expense identified in this clause, then the Payor will no longer be responsible to contribute to that additional expense.

4 Medical and Dental Coverage

☐ The Payor must provide medical and dental insurance coverage for the child(ren).

OR

☐ The Payor must provide medical and dental insurance coverage for the child(ren). If the Payor does not provide this insurance coverage, the child support payable by the Payor to the Recipient is to increase by $ ______ per month beginning on the first day of the month following the month in which the Payor ceased to pay for the insurance coverage.

OR

☐ Not applicable.
5 Expenses Resulting from Pregnancy

The Payor must pay the Recipient $_____ for expenses referred to in section 66(5) of the Family Law Act resulting from the pregnancy of the child(ren)’s mother, payable in full and final settlement of all claims and demands that may be made against the Payor for the payment of those expenses as follows:

☐ $______, to be paid on (yyyy/mm/dd) and continuing on the ___ day of each following month, until $______ is paid in full.

OR

☐ A single payment of $______ to be paid on or before (yyyy/mm/dd).

OR

☐ Not applicable.

6 Director’s Costs

The Payor must pay the Director under Part 5 of the Income and Employment Supports Act $______ for expenses paid by the Director for the purpose of obtaining a finding of parentage, payable in full and final settlement of all claims and demands that may be made against the Payor for payment of those expenses as follows:

☐ $______, to be paid on (yyyy/mm/dd) and continuing on the ___ day of each following month, until $______ is paid in full.

OR

☐ A single payment, to be paid on or before (yyyy/mm/dd).

OR

☐ Not applicable.

7 Care and Control

☐ To reflect a parenting arrangement other than shared/split care and control of the child(ren) as outlined in Recital B of this Support Agreement, if the parenting arrangement changes,

(a) the Payor must continue to make support payments under this agreement to any person who assumes the care and control of the child(ren) even though that person is not a party to this agreement, and
(b) when more than one person has care and control of the child(ren) who is/are subject to this agreement, the standard child support payable for each child will be determined by assigning each child an equal portion of the standard child support set out in clause 2.

8 Enforcement Under the Maintenance Enforcement Act

(a) This clause applies where this Support Agreement is filed pursuant to the Maintenance Enforcement Act.

(b) The payments under this Support Agreement must be paid to the Director of Maintenance Enforcement under the Maintenance Enforcement Act:

   Director of Maintenance Enforcement
   7th Floor North 10355-97 Street,
   Edmonton, Alberta, T5J 3W7
   Telephone: (780) 422-5555

(c) If this Support Agreement is filed with the Director of Maintenance Enforcement then it will be enforced and dealt with in accordance with section 10.1 of the Maintenance Enforcement Act in the same manner as if it were a maintenance order.

(d) The amounts owing pursuant to this Support Agreement shall continue to be enforced until the party who filed the agreement notifies the Director of Maintenance Enforcement in writing, in accordance with section 9 of the Maintenance Enforcement Act, that he or she does not wish to have the maintenance order enforced by the Director of Maintenance Enforcement.

9 Termination of Support

The obligation of the Payor to pay child support and expenses for a child shall terminate as soon as the child is no longer considered a child under section 46(b) of the Family Law Act.

10 Variation of Agreement

☐ This Support Agreement varies and replaces the agreement made between the Recipient _ (full name) _ and the Payor _ (full name) _ on _ yy/mm/dd _ under the Maintenance Enforcement Act.

OR

☐ This Support Agreement varies and replaces the agreement made between the Recipient _ (full name) _ and the Payor
(full name) on (yyyy/mm/dd) under the Parentage and Maintenance Act.

OR

☐ This Support Agreement varies and replaces the agreement made between the Recipient (full name) and the Payor (full name) on (yyyy/mm/dd) under Part 5 of the Income and Employment Supports Act.

OR

☐ Not applicable.

<table>
<thead>
<tr>
<th>Signature of Recipient (or Director’s delegate under section 29 of the Income and Employment Supports Act)</th>
<th>Date (yyyy/mm/dd)</th>
<th>Signature of Witness</th>
<th>Date (yyyy/mm/dd)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature of Payor</th>
<th>Date (yyyy/mm/dd)</th>
<th>Signature of Witness</th>
<th>Date (yyyy/mm/dd)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

NOTES:

“Guideline Income” means the annual income of a Payor or of a Recipient as calculated in accordance with the Child Support Guidelines.

If there are changes to the parenting arrangement other than those provided for in clause 7 of this Support Agreement, the Director or other party entitled to do so may seek to vary, suspend or terminate this Support Agreement.

If you wish to obtain the required documents to vary, suspend or terminate this support agreement, please call 310-0000 toll-free and ask for the Child Support Services Office nearest to you. You may also apply for a court order to replace this Support Agreement.

Affidavit of Execution

I (name of witness) of (city/town) in the Province of Alberta

Swear that:
I was personally present and saw (name of Recipient/ Director’s delegate) sign the Support Agreement.

2 The Support Agreement was signed at (city/town) in the Province of Alberta.

3 I know (name of Recipient/ Director’s delegate) and (s)he is in my belief the full age of 18 years.

SWORN BEFORE ME at
in the Province of Alberta, this day
of
 (witness signature)

Affidavit of Execution

I (name of witness) of (city/town) in the Province of Alberta Swear that:

1 I was personally present and saw (name of Payor) sign the Support Agreement.

2 The Support Agreement was signed at (city/town) in the Province of Alberta.

3 I know the Payor and (s)he is in my belief the full age of 18 years.

SWORN BEFORE ME at
in the Province of Alberta, this day
of
 (witness signature)