

# TEMPORARY GUARDIANSHIP AGREEMENT

This Temporary Guardianship Agreement (this "Agreement") is made effective as of (the "Effective Date"), by and between [FIRST PARENT NAME], the Biological Parent and legal custodian of the minor child(ren) named below (the "Parent"), and [GUARDIAN NAME], with an address of [GUARDIAN ADDRESS] (the "Temporary Guardian").

## 1. Parties and Child(ren)

**Parent.** [FIRST PARENT NAME], residing at [FIRST PARENT ADDRESS], phone [FIRST PARENT PRIMARY PHONE].

**Temporary Guardian.** [GUARDIAN NAME], residing at [GUARDIAN ADDRESS], phone [GUARDIAN S PRIMARY PHONE], related to the child(ren) as Aunt Uncle.

**Minor Child(ren).** This Agreement covers the following minor child(ren):

- [CHILD NAME], born (age 8)

## 2. Grant of Temporary Guardianship

For good and valuable consideration, the Parent hereby grants to the Temporary Guardian temporary guardianship of the above-named minor child(ren) for the term set forth in Section 3, subject to the scope, limitations, and terminations set forth in this Agreement. This grant is **temporary only** and does not terminate, diminish, or transfer the Parent's parental rights, which remain fully intact.

**Reason for guardianship.** [REASON FOR THE TEMPORARY GUARDIANSHIP]

## 3. Term and Duration

This Agreement shall commence on and shall terminate on the earliest of: (a) ; (b) the imposition of a shorter jurisdictional limitation under applicable state law; (c) the entry of any order by a court of competent jurisdiction appointing a guardian; (d) the Parent's written request for termination, with 48 hours advance written notice to the Temporary Guardian; or (e) the physical return of the Parent and resumption of custody before the stated end date.

## 4. Scope of Guardian's Authority

The Temporary Guardian is authorized to exercise the following powers on behalf of the minor child(ren) during the term of this Agreement:

- **Physical custody and day-to-day care**, including food, clothing, shelter, supervision, and routine decisions of daily life.

- **Domestic travel** with the child within the United States, subject to the geographic restriction in Section 5.

**Limits on delegation.** The Temporary Guardian shall not delegate guardianship or sub-appoint any third party without the Parent's prior written consent.

## 5. Geographic Restriction

The Temporary Guardian shall not remove the child(ren) from the state of residence without the Parent's prior written consent. This restriction is intended to support the framework of the International Child Abduction Remedies Act (22 U.S.C. §9001 et seq.) and analogous state laws.

## 6. Guardian's Acceptance and Obligations

The Temporary Guardian hereby accepts this appointment and agrees to:

1. Provide proper and necessary care, support, food, clothing, shelter, and supervision for the child(ren);
2. Abide by all applicable federal, state, and local laws in carrying out the appointment, including mandatory-reporting obligations under applicable state law and the federal Child Abuse Prevention and Treatment Act (42 U.S.C. §5101 et seq.);
3. Maintain the child(ren)'s attendance at school and continuity of medical care;
4. Notify the Parent promptly of any medical emergency, accident, disciplinary issue at school, or significant event;
5. Preserve the child(ren)'s regular contact with the Parent through phone, video call, and (where practicable) visits;
6. Not delegate guardianship to a third party;
7. Not use this Agreement to claim parental rights beyond its express scope.

## 7. Communication Protocol

**Check-in frequency.** The Temporary Guardian and the Parent shall maintain Weekly check-in communication (phone, video call, or written message) regarding the child(ren)'s well-being.

**Emergency notification.** The Temporary Guardian shall notify the Parent as soon as reasonably practicable of any medical emergency, accident, hospitalization, law-enforcement contact, or other significant event.

**Backup emergency contact.** If the Parent is unreachable and immediate action is required, the Temporary Guardian shall contact: **[BACKUP EMERGENCY CONTACT NAME]** at **[BACKUP EMERGENCY CONTACT PHONE]**.

## 8. Financial Provisions

**Expense reimbursement.** The Temporary Guardian shall keep reasonable records of expenses incurred in caring for the child(ren), and the Parent shall reimburse documented, reasonable expenses within fifteen (15) days of submission. The Temporary Guardian is not compensated for services; reimbursement covers out-of-pocket costs only.

**Accounting.** Upon the Parent's request, the Temporary Guardian shall provide a reasonable accounting of funds received and expended on the child(ren)'s behalf.

## 9. Termination and Custody Reversion

Upon termination of this Agreement by any mechanism set forth in Section 3, **custody of the child(ren) reverts immediately and automatically to the Parent** (or to the custodial parent or legal guardian under any existing court order). The Temporary Guardian shall have no residual authority to act on the child(ren)'s behalf after the reversion date and shall cooperate fully in the orderly transition of care.

**Court order supersession.** This Agreement is subject to termination by any order of a court of competent jurisdiction that appoints a guardian, awards custody, or otherwise addresses the child(ren)'s care. In the event of any conflict between this Agreement and a court order, the court order controls.

## 11. State-Specific Notices

## 13. Background Check Recommendation

The Parent represents that, to the best of their knowledge, the Temporary Guardian has no disqualifying criminal history and does not appear on any child-abuse or sex-offender registry. The Parties are advised that a criminal-background check and child-abuse registry search are best practices prior to entrusting a child to a non-parent caregiver, and nothing in this Agreement substitutes for such diligence.

## 14. Guardian's Representations

The Temporary Guardian represents and warrants that the Temporary Guardian: (a) is at least 18 years of age and of sound mind; (b) has no disqualifying criminal history, including no conviction for any crime involving a minor, domestic violence, or a sexually violent offense; (c) does not appear on any child-abuse or sex-offender registry; and (d) is legally and physically able to care for the child(ren) during the term of this Agreement.

## 15. General Provisions

**Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE].

**Severability.** If any provision is held invalid, the remainder shall continue in full force and effect.

**Entire Agreement.** This Agreement constitutes the entire understanding of the Parties concerning its subject matter and supersedes all prior agreements, except for any existing court order described in Section 10.

**Amendment.** This Agreement may be amended only by a writing signed and notarized by all original signatories.

**Counterparts and Electronic Signatures.** This Agreement may be executed in counterparts. Electronic and remotely-notarized signatures are valid under the federal E-SIGN Act (15 U.S.C. §7001) and applicable state law.

**Binding Effect.** This Agreement binds and benefits the Parties and their respective heirs, successors, and personal representatives, subject to the non-delegation and termination provisions above.

## Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

### First Parent / Legal Guardian

\_\_\_\_\_ PRINTED NAME

\_\_\_\_\_ SIGNATURE

\_\_\_\_\_ DATE

### Temporary Guardian (Acceptance of Appointment)

\_\_\_\_\_ PRINTED NAME

\_\_\_\_\_ SIGNATURE

\_\_\_\_\_ DATE

### Notary Acknowledgment

State of [STATE] County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20, before me, the undersigned notary public, personally appeared [FIRST PARENT NAME] and [GUARDIAN NAME], proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument, and acknowledged that they executed the same for the purposes therein contained.

Remote online notarization (RON).  Physical in-person notarization.

A notary public or other officer completing this certificate verifies only the identity of the individual(s) who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Notary Public: \_\_\_\_\_ My commission expires: \_\_\_\_\_ [Notary Seal]