



In The Court of Queen's Bench of Alberta
Judicial District of _____

Action No. []

Maintenance Enforcement Regulation Form 8

1. Between:

, the Recipient (Creditor)

and

, the Payor (Debtor)

Maintenance Enforcement Support Agreement

- 2. [] This agreement requires the payment of support for a (former) spouse or adult interdependent partner. We, the Payor and Recipient, certify that there has never been a court order previously granted requiring the Payor to pay spousal or adult interdependent partner support for the Recipient.*
[] This agreement requires the payment of support for the child(ren) named below. We, the Payor and Recipient, certify that there has never been an agreement under the Parentage and Maintenance Act, the Income Support Recovery Act or Part 5 of the Income and Employment Supports Act, or a court order under any legislation requiring the Payor to pay support to the Recipient for any of the children named below.*

Full Name of Child

Birthdate (yyyy/mm/dd)

Form with lines for entering child names and birthdates.

3. Previous Maintenance Enforcement Support Agreements

- a. [] We have not previously made any Maintenance Enforcement Support Agreement between us relating to child, spousal or adult interdependent partner support; or
b. [] This agreement replaces the Maintenance Enforcement Support Agreement previously made between us on []/ []/ [], which was filed with the Court of Queen's Bench, Judicial District of _____, on []/ []/ [] as Court Action No. _____; or
c. [] This agreement supplements the Maintenance Enforcement Support Agreement previously made between us on []/ []/ [], which was filed with the Court of Queen's Bench, Judicial District of _____, on []/ []/ [] as Court Action No. _____. Where there is a conflict between the two agreements, the terms of the agreement will be used.

* This agreement cannot vary an agreement made under the Parentage and Maintenance Act, the Income Support Recovery Act or Part 5 of the Income and Employment Supports Act, or any court order.

IT IS AGREED THAT:

4. Guideline Income

- a. The Payor's annual income as calculated in accordance with the Federal Child Support Guidelines is \$ _____.
- b. The Recipient's annual income as calculated in accordance with the Federal Child Support Guidelines is \$ _____.

5. Base Child Support

- a. The payor shall pay to the Recipient the sum of \$ _____ per month for the support of the child(ren) named above.
- b. Payment will be made on the _____ day of each month commencing _____; or
yyyy mm dd
- Payment will be made in two equal instalments of \$ _____, payable on the _____ and _____ days of each month, commencing _____.
yyyy mm dd

6. Adjustment of Child Support by the Director of Maintenance Enforcement

When the Director of Maintenance Enforcement is provided with evidence that satisfies the Director that one or more children named above are no longer financially dependent on the Recipient, or otherwise do not qualify for the collection of support under the policies of the Maintenance Enforcement Program, the Director will adjust the amount of support payable as follows:

- a. If one child is no longer eligible for support collection, then the base child support payment shall be reduced to \$ _____ per month.
- b. If two children are no longer eligible for support collection, then the base child support payment shall be reduced to \$ _____ per month.
- c. If three children are no longer eligible for support collection, then the base child support payment shall be reduced to \$ _____ per month.

7. Additional Expenses Relating to the Child(ren)

- a. **Monthly Payments:**
 - (i) In addition to the base child support payment, the Payor shall pay to the Recipient the sum of \$ _____ per month for additional expenses for the child(ren) on the _____ day of each month commencing _____, calculated as follows:
yyyy mm dd

	Name of Child	Nature of Additional Expense	Amount of Payor's Contribution
(ii)	_____	_____	\$ _____
	_____	_____	\$ _____
	_____	_____	\$ _____
	_____	_____	\$ _____

Should the Recipient cease to incur any additional expense listed above; then the Payor shall no longer be required to contribute to that expense.

b. **Lump Sum or Annual Payments:**

In addition to any other payments required by this agreement, the Payor shall pay to the Recipient the following additional expenses for the children:

Name of Child	Nature of Additional Expense	Amount of Payor's Contribution	Payable When?						
			one-time lump sum payable:			payable annually each:			
		\$	yyyy	mm	dd	mm	dd		
_____	_____	\$ _____	<input type="checkbox"/>	_____	_____	_____	<input type="checkbox"/>	_____	_____
_____	_____	\$ _____	<input type="checkbox"/>	_____	_____	_____	<input type="checkbox"/>	_____	_____
_____	_____	\$ _____	<input type="checkbox"/>	_____	_____	_____	<input type="checkbox"/>	_____	_____
_____	_____	\$ _____	<input type="checkbox"/>	_____	_____	_____	<input type="checkbox"/>	_____	_____

Should the Recipient cease to incur any additional expense listed above, then the Payor shall no longer be required to contribute to that expense.

8. Termination of Child Support and Expenses

The obligation of the Payor to pay child support and expenses for a child shall terminate:

a. upon the child no longer being considered a "child of the marriage" within the meaning of the *Divorce Act*; or

b. _____

9. Monthly Spousal or Adult Interdependent Partner Support

a. The Payor shall pay to the Recipient the sum of \$ _____ per month for the support of the Recipient.

b. Payment will be made on the _____ day of each month commencing _____ ; or

Payment will be made in two equal instalments of \$ _____ , payable on the _____ and _____ days of each month, commencing _____ .

10. Termination of Spousal or Adult Interdependent Partner Support

The obligation of the Payor to pay support for the Recipient shall terminate:

a. on _____ ; or

b. _____

11. Lump Sum Spousal or Adult Interdependent Partner Support

The Payor shall pay to the Recipient, for the support of the Recipient, a lump sum of \$ _____ ,

payable on _____ .

Affidavit of Execution (Recipient)

My name is: _____
(name of witness)

My address is: _____

(address of witness)

I make oath and say that I was personally present and did see _____, who is:
(name of Recipient)

personally known to me

known to me on the basis of photographic identification provided

to be the person named herein, sign and execute the Maintenance Enforcement Support Agreement for the purpose named therein.

SWORN BEFORE ME

on _____
at _____, Alberta.

(Commissioner for Oaths in and for the Province of Alberta)

(print or stamp name and appointment expiry date)



(witness signature)

Affidavit of Execution (Payor)

My name is: _____
(name of witness)

My address is: _____

(address of witness)

I make oath and say that I was personally present and did see _____, who is:
(name of Payor)

personally known to me

known to me on the basis of photographic identification provided

to be the person named herein, sign and execute the Maintenance Enforcement Support Agreement for the purpose named therein.

SWORN BEFORE ME

on _____
at _____, Alberta.

(Commissioner for Oaths in and for the Province of Alberta)

(print or stamp name and appointment expiry date)



(witness signature)

Action No.

Court of Queen's Bench of Alberta

Judicial District of _____

Maintenance Enforcement Support Agreement

This agreement was filed in the Court of Queen's Bench by the following person:

_____	(Name)
_____	(Address for Service)
_____	(Address for Service)
_____	(Address for Service)
_____	(Phone Number)
_____	(Fax Number)