**Agreement for Procedure for Filing Petition and Agreement for Visitation**

 This Agreement for Procedure of Petition and Agreement for Visitation (hereinafter, “Agreement”) is entered into, as of the date of signing of all parties, by and between XXXXX XXXXX and XXXXX XXXXX (collectively and hereinafter, the “XXXXXs”), and Daniel XXXXX (hereinafter, “Mr. XXXXX). Collectively, the XXXXXs and Mr. XXXXX shall be referred to as the “Parties.” This agreement describes the terms upon which each party agrees to facilitate the filing of a Petition for Visitation in Dane County Family Court regarding Mr. XXXXX’s biological child, currently known as XXXXX This Agreement is not an agreement for visitation. This Agreement is not part of Dane County Case No. XX-XX-XX, nor shall this Agreement be construed as consideration for any actions or omissions taken by any party in that case. This Agreement describes each party’s consideration and acceptance of terms to facilitate the amicable, cooperative, and joint filing of a Petition for Visitation in Dane County.

**Recitals**

1. Mr. XXXXX is the biological father of XXXXX
2. The XXXXXs are the current caretakers and future anticipated adoptive parents of XXXXX Mr. XXXXX plans to voluntarily consent to the termination of his parental rights. The biological mother (who is not a party to this Agreement) also plans to voluntarily consent to the termination of her parental rights. The biological mother and the Parties all intend and plan for the XXXXXs to adopt XXXXX
3. The Parties wish to facilitate a family court order granting Mr. XXXXX third-party visitation of XXXXX pursuant to Wis. Stat. § 767.43.

**Agreement**

1. Petition and Agreement for Visitation: The Petition and Agreement for Visitation shall be referred to, in this section, as “PAV.”
	1. Drafting: The Parties agree to collectively, and with the assistance of counsel, draft a PAV to be filed in Dane County Circuit Court.
	2. Filing Fee: The XXXXXs agree to pay any filing fee for this PAV.
	3. Agreement: The Parties agree to set forth a completed agreement for the specifics of the visitation that the Parties wish for Mr. XXXXX to have with XXXXX moving forward so that the Court need only review the agreement rather than make any decisions on contested matters.
	4. Enforceability: The Parties agree to treat the PAV as court-enforceable under Wis. Stat. § 767.43.
	5. Standing and Grounds: The Parties agree that they have, or will have, standing to file the PAV, and the Parties agree that, if the Parties do file the PAV, that grounds exist to grant Mr. XXXXX visitation under Wis. Stat. § 767.43 and/or any other applicable statute or law.
2. Legal Fees: Both the XXXXXs and Mr. XXXXX are each responsible for any legal fees incurred in the drafting and execution of this Agreement. Both the XXXXXs and Mr. XXXXX are each responsible for any legal fees incurring in the filing of the Petition and Agreement for Visitation described herein.
3. Severability: Should any provision of this Agreement be declared or determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the validity of the remaining parts, terms or provisions shall not be affected thereby, and any illegal, invalid, or unenforceable part, term, or provision shall be deemed not to be part of this Agreement. In such event, the Parties agree that the Court may impose lesser restrictions it considers appropriate to protect the interests of any Party and to effectuate the purpose of this Agreement.
4. Entire Agreement: The Recitals set forth above are incorporated by reference and made party of this Agreement. This Agreement constitutes the entire agreement and understanding of the Parties and supersedes all prior negotiations and/or agreements, proposed or otherwise, oral or written, concerning the subject matter hereof. Furthermore, no modification of this Agreement shall be binding unless in writing and signed by each of the Parties hereto.
5. Interpretation: This Agreement shall not be construed against either Party as the author or drafter of the Agreement.
6. Governing Law: The Parties agree that this Release shall be interpreted and enforced under the laws of the State of Wisconsin, and the Wisconsin Statutes as they were published on the date of signing of this Agreement. The language of all parts of this Agreement shall be interpreted as a whole, according to its fair meaning and not strictly for or against any of the Parties.
7. Forum: The Parties consent to the exclusive jurisdiction of the courts located in the State of Wisconsin, or, as appropriate, with any applicable State of Wisconsin administrative proceeding, with respect to all matters relating to and referred to in this Agreement.
8. Authority to Execute Agreement: By signing below, each Party warrants and represents that the person signing this Agreement on its behalf has authority to bind that Party and that the Party’s execution of this Agreement is not in violation of any by-law, covenants, and/or other restrictions placed upon them by their respective entities.
9. Counterparts: This Agreement may be executed by the Parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
10. Effective Date: The terms of this Agreement will be effective when executed and signed by all parties below.

IN WITNESS WHEREOF, and intending to be legally bound, each of the parties has caused this Agreement to be executed as of the date(s) set forth below:

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XXXXX XXXXX Date

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XXXXX XXXXX Date

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Atty. Theresa Roetter Date

Counsel for the XXXXXs

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Daniel XXXXX Date

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Atty. Mitch Cooper Date

Counsel for Mr. XXXXX

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Atty. Matthew Giesfeldt Date

Counsel for Mr. XXXXX