

All About The Tea

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) COMPLETE SETTLEMENT AGREEMENT
)
) Case No. 2018-DR-10-3671

This Complete Settlement Agreement (the "Agreement") is made and entered into this ___ day of October 2019 by and between THOMAS RAVENEL (hereinafter referred to as "Father") and KATHRYN CALHOUN DENNIS (hereinafter referred to as "Mother").

WITNESSETH:

WHEREAS, the parties have two children, namely KCR and SJR; and

WHEREAS, Father has been ably represented by independent legal counsel throughout the negotiation and preparation of this Agreement, namely Kelley Andrews-Edwards, Esquire, of Andrews Mediation and Law Firm, P.A., and Father recognizes and certifies that he has been competently and fairly represented and fully advised of all his legal rights and duties incident to this Agreement and the matters addressed herein; and

WHEREAS, Mother has been ably represented by independent legal counsel throughout the negotiation and preparation of this Agreement, namely Emily G. Johnston and Victoria K. Rhea of the EGJ Family Law Offices, and Mother recognizes and certifies that she has been competently and fairly represented and fully advised of all her legal rights and duties incident to this Agreement and the matters addressed herein; and

WHEREAS, the parties now consider it to be in their best interests and in accord with the best interests and welfare of their children to settle between themselves all matters in issue and have reached a permanent and complete agreement and now wish to reduce their agreement to writing and desire that it shall constitute the total agreement between them; and

WHEREAS, the parties acknowledge that each has had the opportunity to obtain expert


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financial assistance in connection with this litigation, and each is familiar with the financial ability, income, debts, expenses, assets, and liabilities of the other based upon knowledge obtained both during this action and during this litigation process, and based on review of exchanged informal discovery and other documents and discussions between them. Mother explicitly states that she did not rely on her attorneys for financial and/or tax advice and further states that she was advised by her attorneys to obtain independent financial and/or tax advice should she so desire it. Father explicitly states that he did not rely on his attorney for financial and/or tax advice and further states that he was advised by his attorney to obtain independent financial and/or tax advice should he so desire it; and

WHEREAS, the parties recognize that they are not entering into this Agreement as a result of any duress or undue influence, and they further recognize that each party has freely, actively, and fully taken part in the negotiation of this Agreement, over a reasonable period of time, and each fully accepts the terms and conditions hereof, and each party acknowledges and considers the same to be fair, just, and equitable under all relevant circumstances; and

WHEREAS, the parties intend that this Agreement shall be offered to the Family Court of the Ninth Judicial Circuit, State of South Carolina, for approval as fair, and they specifically request that the Court approve their Agreement and merge their Agreement into any Final Order which court of competent jurisdiction may hereafter issue and specifically the Family Court of the Ninth Judicial Circuit, State of South Carolina.

NOW, THEREFORE, in exchange for valuable consideration and mutual covenants and promises, the undersigned, THOMAS RAVENEL and KATHRYN CALHOUN DENNIS, hereby covenant and agree as follows:


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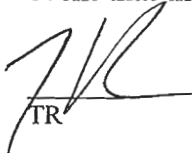
I. CHILD CUSTODY AND CUSTODIAL PERIODS

A. Legal Custody:

1. The parties shall share joint legal custody of the minor children with Father being the primary custodian. Father shall have a duty to consult with Mother on all major decisions involving the children, including, but not limited to, the children's education, extra-curricular activities, religious training, non-emergency healthcare and general welfare. If after discussion the parties are unable to come to an agreement on an issue concerning the minor children, Father has final decision-making authority. The caretaking parent shall have the right to make regular, day-to-day decisions regarding the children when the children are in that parent's care.

2. Private School Decision Making: The parties shall discuss in advance major decisions related to the minor children's education. However, in the event that they cannot agree on any such issue, Father shall have final decision-making authority as to the children's attendance at private school located in Charleston County, South Carolina; if Father determines that the children shall attend private school in Charleston County, then he shall be responsible for all costs of the attendance at that school, including tuition, fees, lunches, extracurricular trips, books and any other fees of any kind associated with the children's attendance at that school within Charleston County. In no event may Father compel Mother to contribute to the cost of private school. Further, Father cannot send the minor children to boarding school without Mother's written consent.

3. Healthcare Decision Making: The parties shall discuss in advance non-emergency major decisions related to the minor children's healthcare treatment. However, in the event that they cannot agree on any such issue, they shall each have the right to consult with the


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children's health care provider to determine the expert opinions of the children's medical health providers. In the event there is still a disagreement over a course of care, Father shall have final decision-making authority.

4. Extracurricular Activities: The parties shall communicate with each other in good faith regarding the selection of extracurricular activities for the minor children. Father shall be responsible for payment of all activity fees and all reasonable and necessary costs for the children to participate in such activities. Father shall have final decision-making authority with respect to choice of activities and costs associated therewith. The parents agree that each child should have the opportunity to participate in team sports and other group activities that may affect both parent's time, not to exceed one such activity for each child that affects both parents' time at a time unless both parents agree. Both parents shall ensure the children attend their regularly scheduled extracurricular activities and required school events during each parent's time. The parents recognize that there may be reasonable circumstances that result in a child missing an activity or event, however, these circumstances should be a rare exception.

5. Religion: The parties shall each have the right to allow the minor children to participate in church-related activities on their scheduled time with the children and both parties shall have the right to attend all church activities in which the children are involved. The parties agree that they have the same basic philosophy with regard to their desire to have their children raised in the Christian faith, and they desire that the minor children be confirmed. The parents shall cooperate to ensure that the children will attend all classes necessary for confirmation.

B. Physical Custody:

1. The parties shall share joint physical custody of the minor children in


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accordance with the following timesharing schedule. The timesharing schedule set forth herein shall begin immediately upon signature of this Agreement.

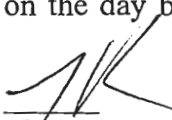
2. The parties acknowledge that they may, from time to time, have scheduling conflicts and, in such event, the parents may agree in writing (including text or email) to modify the timesharing schedule herein. However, no change shall be deemed permanent unless modified by subsequent Court Order. Neither party shall make or attempt to make any changes to the timesharing schedule through communications with the children. Further, neither party shall address any changes to the schedule with the children until such change is confirmed in writing with the other parent.

3. Timesharing Schedule Until Summer 2020:

(a) Mother shall continue her alternating weekend and midweek visitation with the children as set forth hereafter until the commencement the children's 2020 Summer Schedule.

(b) Mother shall have the children every other Thursday afternoon until the following Monday morning. When school is in session, Mother shall pick the children up after school on Thursdays and timely return the children to school on Monday mornings. If there is a school holiday, not otherwise specifically addressed by the provisions of this Agreement, which attaches to Mother's visitation weekend, Mother's weekend shall be extended to include such attaching school holiday. On these occasions, pick up and drop off shall be from and to school.

(c) If there is no school on Mother's pickup or return day that attaches to Mother's alternating weekend, then Mother shall pick up the children upon release from school on the day before Mother's scheduled visitation or, in the event of a Monday or Monday and


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Tuesday holiday, Mother shall return the children to school on Tuesday or Wednesday morning as the case may be.

(d) Mother shall also have parenting time every other Thursday, from school, until the children are returned timely to school the following Friday morning. If there is no school on Friday following these visits, Father shall pick the children up from Mother's home Friday morning by 9:00 a.m. to commence his long weekend visit.

(e) Following the 2020 Summer Schedule, the parties shall equally share time with the children upon an alternating weekly schedule as set forth in Paragraph 5 below.

4. Summer Schedule:

(a) Commencing with the first Friday of the children's 2020 Summer Vacation from school, the parties shall alternate parenting time week to week. Such week to week time shall commence from Friday at 5:00 p.m. until the following Friday at 5:00 p.m. unless otherwise agreed in writing. The parent who did not have the last weekend before the beginning of the Summer Vacation shall have the first Friday to Friday week of the Summer Schedule. Transfer of the children incident to a change in physical custody shall occur at 5:00 p.m. unless it occurs at the children's school.

(b) The week to week parenting schedule shall continue throughout the summer except that each party may take two (2) consecutive Friday to Friday weeks upon advanced notification to the other parent as set forth herein. Beginning in 2020 and continuing in every even-numbered year thereafter, Mother shall notify Father on or before March 1 of her desire to select two (2) consecutive summer weeks and the dates thereof; Father shall then notify Mother, on or before March 15, of his desire to select two (2) consecutive summer weeks and the dates


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thereof. In such even-numbered years, Father's two (2) consecutive summer weeks shall be immediately before or immediately following Mother's two (2) consecutive summer weeks so neither party will have three (3) consecutive weeks with the children and to avoid a resetting of the alternating weekly schedule. Father shall have the right to first choice of two (2) consecutive summer weeks in odd-numbered years, with Father and Mother to following the same notification schedule as set forth above. Mother shall not pick or designate Father's Day as part of her two (2) consecutive summer weeks nor shall either party designate any part of their selected two (2) consecutive weeks to include the last Friday to Friday week before school starts.

(c) The Summer Schedule shall end at 5:00 p.m. on the last Friday prior to the first child commencing school following the Summer Vacation.

5. School Year Schedule (Alternating Weeks):

(a) Commencing at 5:00 p.m. the Friday immediately before the first child commences school following the Summer Vacation, the parties shall share time with the children on an alternating Friday to Friday weekly schedule. Each parent shall begin their week with the children on Friday with after school pick-up and shall end their week with the children the following Friday with morning school drop-off. The parent not having the children for the last week of the Summer Vacation shall have the first Friday to Friday week of the School Year Schedule. If no school is in session on Friday, the exchange time shall be at 5:00 p.m. and the parent receiving the children shall pick up the children at the other parent's home unless otherwise agreed.



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(b) The School Year Schedule shall end the first Friday of the children's yearly Summer Vacation from school, whereby the parties shall follow the timesharing arrangement set forth in Paragraph 4.

6. Holidays & Special Occasions:

(a) The following schedule for Holidays and Special Occasions shall take priority over and supersede the School Year Schedule and Summer Schedule where in conflict.

(b) Halloween: The parties will alternate having the children on Halloween from after school (3:30 p.m. if no school that day) until the following morning when the children are timely returned to school. Father will have all even-numbered years and Mother will have all odd-numbered years.

(c) Thanksgiving: In odd-numbered years, Father shall have the Thanksgiving holiday which shall run from the time school dismisses for the Thanksgiving holiday until school resumes after the holiday. In even-numbered years, Mother shall have the Thanksgiving holiday for the same time period.

(d) Christmas: In 2019, Mother shall have the first part of Christmas break, which shall run from the day school lets out for the break until 2:00 p.m. on December 25, and Father shall have the second part of Christmas break, which shall run from 2:00 p.m. on December 25 until school resumes after the break. Beginning 2020 and thereafter, when the parties are sharing week to week parenting time, the parties will alternate the two time periods designated as December 23 at 9:00 a.m. until December 25 at 3:00 p.m. and December 25 at 3:00 p.m. until December 27 at 6:00 p.m. Father shall have the first period of Christmas commencing Christmas


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2020 and in even-numbered years thereafter with Mother to have the second period of Christmas in such years. This schedule shall be reversed in odd-numbered years.

(e) Spring/Easter Break: In 2020, Mother shall have the children during Spring Break. Spring Break shall run from the time school dismisses for the holiday until school resumes after the holiday. If Easter is separate from Spring Break, then the children shall be with the parent they are regularly scheduled to be with on Easter. In 2021 and years thereafter, Spring Break shall be split into two periods: Spring Break I and Spring Break II. Spring Break I shall be from the dismissal of school for the Spring Break Holiday until the following Wednesday at 5:00 p.m. Spring Break II shall be from Wednesday at 5:00 p.m. until the children are returned to school on Monday following Spring break. Father shall have Spring Break I and Mother shall have Spring Break II in 2021 and all odd-numbered years thereafter, and Mother shall have Spring Break I and Father shall have Spring Break II in 2022 and all even-numbered years thereafter.

(f) Mother's Day/Father's Day: In every year, Mother shall be with the minor children on Mother's Day from 9:00 a.m. to 7:00 p.m., and Father shall be with the minor children on Father's Day from 9:00 a.m. to 7:00 p.m. The parent who has time with the children for that parent's day shall be responsible for transportation.

7. Transportation: The exchange of the minor children shall take place at school whenever school is open. Unless otherwise provided for under the terms of this Agreement, the parent beginning his/her time with the children shall pick up the children from the other parent's home.


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C. Restraints as to the Minor Children:

1. The parties shall use their best efforts to not expose the minor children to age-inappropriate/violent conduct, language, TV, videos, movies, books, or materials of any kind. This restraint specifically prohibits either parent from granting the children permission to watch any episode or reunion show of Southern Charm. This restraint expires on each child's 13 birthday.

2. The parties are restrained from having any person with whom they are romantically involved (excluding a spouse) stay overnight with them while the children are present. For purposes of this Agreement, overnight shall be any time between the hours of 11:00 p.m. to 7:00 a.m. The parties agree they will revisit this provision after a certain amount of time based upon the children's ages and maturity and may consent by written agreement to vacate this restraint.

3. The parties are restrained from engaging, or allowing or encouraging others to engage, in any conduct in the presence of the minor children which would cause the children to become upset with the other parent or alienate the affections of the children for the other parent; this restraint includes discussing with the children or permitting anyone else to discuss with the children the parties' past and/or present custody litigation, criminal record, and/or financial contributions to the other parent on behalf of the children;

4. Neither party shall make any disparaging remarks about the other parent to the minor children, in the presence of the minor children, or within earshot of the minor children, or allow or encourage others to do the same. Nor shall either Party post any negative remarks about the other on social media, provided however, that either party may testify under oath in any court


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proceeding, and this restraint shall not apply to judicial proceedings or any matter taken in connection with a filed judicial proceeding.

i. Each party is restrained from the use of illegal drugs and/or abuse of prescription drugs at all times and from consuming excess alcoholic beverages while the minor children are in his/her care;

ii. The parties are restrained from harming, harassing, molesting, threatening or intimidating the other, their family or their friends in any way whatsoever, whether in person, by telephone, e-mail, text messages, voicemails, social media or any other electronic means. The Parties are further restrained from entering the property of the other, or their family, without prior written permission;

iii. Transporting the minor children or permitting anyone else to transport the minor children in anything other than an age and weight appropriate car seat as required by the law of the state which the children reside;

iv. Permitting the minor children to ride bicycles, skateboards, or scooters unless the children are wearing helmets;

v. Permitting the minor children to be on a boat or jet ski without weight-appropriate Coast Guard-approved life jackets;

vi. Neither parent shall utilize corporal punishment with the minor children;
and

vii. For the next three (3) years, the parties agree that the children's bedtime shall be at 8:30 p.m. on school nights.

viii. Neither party shall permit employees and/or nannies of the minor children


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to post about the other party or the minor children on social media.

ix. Neither party shall permit employees and/or nannies of the minor children to sell stories about the other party or the minor children to tabloids, magazine publications, or any third-parties or publications.

D. Other Matters:

1. Access to Records: The parents agree that each shall have full access to the minor children's academic, extracurricular, healthcare, and all other records, and facilities. To the extent that either parent might need written authorization from the other to gain access to such records, such authorization shall be immediately provided upon request. Both parents shall be named as the minor children's first two emergency contacts on academic, extracurricular, healthcare, and all other records.

2. Relocation: The parents agree that it is in the children's best interests to live close to both parents. Should either parent decide to relocate outside of Charleston or Berkeley County, that parent shall provide notice of such intent to the other parent at least 90 days prior to the desired move date, along with the reason for the move and the desired new location of residence.

3. Both parents may attend all school and extracurricular activities and events of the children regardless of whose time these events and activities take place. If there are only two tickets to an event, each parent shall have a ticket. Both parties may attend all doctor appointments, dental appointments, therapy appointments, and counseling appointments of the minor children regardless of whose custodial period it is when these appointments take place.

4. Personal Information Notice: Each parent shall keep the other informed of


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his/her current home address and an email address as well as a current telephone number.

5. Communication with Children: Each parent shall be allowed telephone, SKYPE, FaceTime, text, and email access to the minor children at reasonable times and for reasonable durations when the minor children are in the other parent's care. The minor children shall be allowed to call, SKYPE, FaceTime, text, and email either parent at such reasonable times as the minor children desire. The minor children shall be encouraged by both parties to communicate regularly with both parents.

6. Parental Communication: The parents shall primarily communicate through Our Family Wizard. In an emergency, the parents may text or call one another. Each parent shall pay one-half the cost of Our Family Wizard.

7. Healthcare Emergencies: In the case of a healthcare emergency involving a minor child, the caretaking parent shall use every reasonable effort to contact the other parent as soon as reasonably possible. When the situation dictates an immediate decision, the caretaking parent at the time of the emergency shall have complete authorization to make all necessary emergency decisions, considering the recommendations of the treatment provider. If, on a day the parents are to exchange the children, a parent is notified before 12:00 noon that a child is ill when at school or a camp, the parent who had the child the night before shall be responsible for the child until the other parent's time begins per the timesharing herein. If a parent is notified after 12:00 noon that a child is ill when at school or a camp, then the parent who is to have the child that night shall be responsible for the child.

8. Out-of-Area Travel Notice: The parents shall inform the other whenever they intend to travel out of South Carolina with the children or when the children will be traveling


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out of the Tri-County area (e.g., school trip) without the parent unless it is a school sponsored trip. He or she shall provide the other parent at least twenty-four (24) hours in advance with a detailed travel plan including dates of travel, transportation mode (including flight information as applicable), person(s) going on the trip for all or part of the trip, and street address of places of stay for each night for all person(s) on the trip.

9. Passports and International Travel: The parties shall timely cooperate so that the children can obtain and renew passports. Father shall keep the minor children's passports and shall make them available to Mother ten (10) days prior to her needing them for international travel, provided Father has been given the details of Mother's international travel itinerary as set forth above. Father shall provide the same information to Mother regarding any international travel of Father with the children as set forth above. Mother shall return the passports to Father no more than ten (10) days after his return. Neither party shall travel with the children to a country that is not a signatory to the Hague Convention or that has a U.S. State Department Travel Advisory above Level 2 in effect without express prior approval in writing from the other party.

10. State of Emergency/Recommended Evacuation: In the event of a state of emergency and/or mandatory evacuation, the minor children shall remain with the parent they are with at the time the state of emergency or mandatory evacuation is issued. The custodial parent will provide updates as to the evacuation plan to the other parent. The parent who misses any scheduled parenting time with the minor children due to the state of emergency/evacuation, shall receive compensatory parenting time within a month from the date of the end of the declaration of emergency/evacuation.

11. Children's Appearance: No child shall have piercings without agreement of


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the other parent except the parties' daughter may have her ears pierced with no more than one hole in each ear at a time of Mother's choosing. At no time shall either minor child be allowed to get a permanent tattoo.

12. Parenting Counseling: The parties shall attend co-parenting/parallel parenting sessions with Dr. Sandy Cassell for a minimum of 10 sessions, the cost of which shall be divided equally between the parties.

13. Appointments of the minor children: The parties shall ensure that any doctor, dental, therapy, and counseling appointments scheduled for the minor children shall be scheduled on Our Family Wizard within twenty-four (24) hours of the appointment being made so that both parties are informed and aware of the appointment dates and times so he or she may attend. In the event an appointment is scheduled to take place within twenty-four (24) hours of scheduling, the parent making the appointment shall notify the other parent via text message and Our Family Wizard to ensure the other parent is aware of the appointment.

II. CHILD SUPPORT AND CHILDREN'S EXPENSES

A. Direct Child Support/Nanny Expenses:

1. As is addressed specifically hereafter, Father shall be responsible for payment of a nanny who shall assist Mother during Mother's time with the children.

2. Mother agrees that she will employ a nanny as soon as possible who shall assist Mother during her time with the children from 8:00 a.m. to 6:00 p.m. on school days, provided, however, that Mother shall not need to employ a nanny on Thursdays during the academic year 2019-2020 because Mother does not pick up the children until school recesses on Thursdays. Mother shall have a nanny assist her during her summer weeks on weekdays only from



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9:00 a.m. to 5:00 p.m. (unless Mother elects to travel out of town for a vacation), on school holidays from 9:00 a.m. to 5:00 p.m. and other holidays provided herein, except for the day before Thanksgiving and Thanksgiving and the day before Christmas and Christmas Day (or the day after Christmas as the case may be). Should Mother travel out of town with the children at any time, she will not be required to hire a nanny during that time. A nanny's presence is not required to be with Mother during the time that the children are in school, visiting the children's friends, visiting family members, attending summer camps or extracurricular activities, or transporting the children to school or appointments if Mother is able to transport the children in a timely fashion. Mother shall not be required to have a nanny assist her on Saturdays and Sundays of her custodial periods. Father shall have the right to meet and interview any prospective nanny Mother considers employing. Mother shall have final decision-making over whom to employ as a nanny subject to Father's approval, which shall not be unreasonably withheld.

3. As soon as a nanny is employed by Mother, Father shall be responsible for paying the nanny once a week for her hourly services in an amount up to one-thousand dollars (\$1,000) a week. The Nanny shall be paid as a 1099 employee or contract employee, and Father shall be responsible for all tax filings relating to the payment of the nanny and the 1099 will be declared by Father. In the event the amount paid to the nanny is less than a total of four-thousand dollars (\$4,000) for each four (4) week period, the difference between the amount paid to the nanny and four-thousand dollars (\$4,000) shall be paid to Mother. This payment shall occur on the Monday following each four (4) week period of the nanny's employment. Anyone performing nanny functions will be required to sign a Non-Disclosure Agreement (herein "NDA"); however, the NDA shall not be effective against a Court's subpoena power nor shall the NDA prohibit or be


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effective in any way to restrict or prohibit a “nanny” from testifying at a subsequent deposition or in a subsequent proceeding in the Family Court or other judicial proceeding.

4. The continuing necessity for a nanny shall be reviewed by the parties 24 months from the date of this Agreement. If the parties cannot agree whether the presence of a nanny should be continued beyond 24 months, the parties shall engage in mediation regarding such issue and, in the event mediation is unsuccessful, either party shall have the right to seek a modification as to Mother’s requirement to employ a nanny. Until such time as the parties agree a nanny is no longer required or until the issuing of a subsequent Order ending the requirement, this provision regarding the nanny and the payment of the nanny expenses shall remain in effect.

5. In the event it is agreed by the parties, or determined by the Court, that a nanny is no longer required as established in this provision, then the issue of child support shall be revisited. If a mediation is required as provided for above, or if a mediation fails to resolve the nanny issue and the parties proceed in the Family Court, either shall have the right to raise the issue of child support for the minor children at that time. The parties acknowledge that, under the above provisions which require Mother to have a nanny while the children are in her care, Father is essentially compensating the nanny directly as a contribution towards child support. If a nanny is no longer utilized, then the issue of child support shall be proper for determination in accordance herewith.

B. The parties acknowledge that the duration of child support is controlled by the statutory and case law of the State of South Carolina. Either party shall have such rights as are afforded them under South Carolina law to seek a modification or termination of child support.


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C. Afterschool Childcare & Camp Costs: Except for Father's responsibility to pay for a nanny for Mother, each parent shall be responsible for paying any child care and camp costs during his/her summer and other school vacation time. Throughout the year, each parent is responsible for all late pick up costs from daycare incurred on that parent's custodial time with the children.

D. Children's Uncovered Healthcare Expenses: Father shall maintain the children's health insurance at Father's sole expense. This responsibility is reviewable/modifiable as incident to child support. Father shall be responsible for any reasonable and necessary uncovered healthcare expenses (such term to include medical, dental, orthodontic, prescription, counseling, therapy, and eye care/wear costs). Mother shall not pay for children's healthcare costs without specific and written agreement of Father. If Mother advances, with Father's approval, any of the children's healthcare costs, Mother shall be reimbursed within thirty (30) days of documentation of any uncovered expense being presented for reimbursement. Mother shall provide documentation of an uncovered expense within sixty (60) days of incurring an expense or her right to recover shall be waived. Both parties shall cooperate so that both parties can obtain all necessary information as to each child's insurance coverage to include Explanations of Benefits. Non-prescription/over-the-counter medications and supplies are not eligible for reimbursement.

E. Dependency Tax Exemptions, Credits, Deductions, and Head of Household: Beginning with the 2019 tax year, Mother shall be entitled to claim the parties' children as dependents on her taxes each year and to take on her taxes all other benefits available to the custodial parent including, but not limited to, the child tax credit, additional child tax credit, and child and dependent care credit. Upon Mother's request Father shall timely sign all documents


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required by the IRS to enable Mother to take the tax deductions as to the children contemplated herein. Father shall have the right to take the Head of Household designation each year for tax filing purposes. This provision is subject to modification as incident to child support.

IV. ATTORNEYS' FEES AND COSTS

A. Each party shall pay his/her own attorneys' fees and any and all other costs and disbursements incurred by each party in this litigation from its inception through the date of this Agreement and the date of the approval of this Agreement by the Court. Each party hereby releases all rights and claims that s/he may have against the other party, if any, for attorney's fees and all costs and disbursements incurred and any other debts incurred by him/her or his/her counsel on account of this dispute and in connection with this litigation.

B. These waivers and releases do not constitute a waiver or release as to, nor do they in any way bar either party from, a claim for attorney's fees, suit money, and costs from the other party in any subsequent Rule to Show Cause or other actions brought after the signing of this Agreement due to a breach of this Agreement and/or any modification or interpretation hereof or to enforce the provisions hereof.

V. DISCLOSURE AND UNDERSTANDING OF THE PARTIES

A. Each of the parties expressly certifies that each of them has entered into this Agreement upon consideration and upon the advice of separate counsel, or having had the opportunity to obtain such counsel; that consent to the execution of this Agreement has not been obtained by duress, fraud, or the undue influence of any person; and that this Agreement is fair and reasonable in all respects.

B. The parties acknowledge that they are entering into this Agreement freely and


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voluntarily; they have ascertained and weighed all the facts and circumstances likely to influence their judgment concerning this Agreement; each of them understands and has given consideration to all provisions of this Agreement; and no relief will be sought by either party that is inconsistent with the terms of this Agreement; this Agreement contains the entire understanding of the parties; and there are no representations, warranties, promises, covenants, or undertakings other than those expressly set forth herein.

VI. GOVERNING LAW


Both parties expressly agree that the law of the State of South Carolina shall be the governing law with respect to any disputes arising from this Agreement.

VII. APPROVAL, MODIFICATION, AND ENFORCEMENT OF AGREEMENT

A. This Agreement shall be submitted to the Family Court for the Ninth Judicial Circuit in Charleston County, South Carolina, for the purpose of having the Court review and approve the terms and conditions of this Agreement, and for the issuance of an appropriate Order approving the terms and conditions hereof and making the same the Order of the Court.

B. Each party solemnly agrees to seek and support the Court's approval of this Agreement and to do nothing in derogation thereof or in any way attempt to discourage such approval by the Court. If the Court does not approve this Agreement in its totality, this Agreement shall be null and void and of no effect whatsoever.

C. Once approved and rendered the Order of the Court, the Family Court of the Ninth Judicial Circuit of the State of South Carolina shall have continuing jurisdiction to enforce the terms and conditions of this Agreement, along with any Order issued with respect thereto, and both Father and Mother shall be subject to the jurisdiction and contempt powers of the Family Court of



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the Ninth Judicial Circuit of the State of South Carolina with respect to any breach or violation of this Agreement or the Order of the Court. Both parties submit themselves to the jurisdiction of the Family Court of the Ninth Judicial Circuit of the State of South Carolina for the resolution of any disputes which arise between them on account of this Agreement.

D. It is the intent of the parties that the provisions of this Agreement shall govern all rights and obligations of the parties; and, further, that the terms and conditions of this Agreement and any Order approving the same shall not be modifiable by the parties or any court without the written consent of Father and Mother or as permitted by law.

VIII. GENERAL PROVISIONS

The parties represent and further agree to the following:

A. No waiver by either party of the terms and conditions of this Agreement shall be binding upon either of the parties unless reduced to writing and subscribed to by both of the parties.

B. Father and Mother expressly agree that, at any time hereafter, each of them shall make, execute, and deliver any and all further and other instruments or papers or things as may be reasonably required or desirable for the purpose of giving full effect to this Agreement. Except where a specific period or time of performance is expressly set forth in this Agreement, all acts shall be performed within thirty (30) days of request.

C. This Agreement was duly executed and delivered in Charleston County, South Carolina, and its terms and conditions shall be governed by and interpreted under the laws of the State of South Carolina whenever and in whatever judicial forum adjudication of such interpretation or dispute may arise.


TR

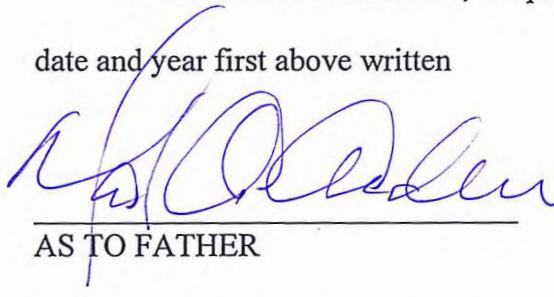
KCD


All About The Tea

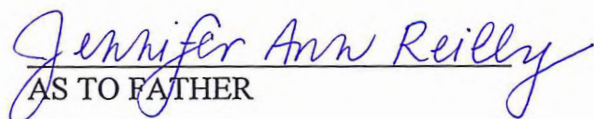
IX. RULE TO SHOW CAUSE DISMISSED

The parties agree that the Rule to Show Cause filed herein on or about August 7, 2019 and scheduled November 14, 2019 is dismissed with prejudice.

IN WITNESS WHEREOF, the parties have set their hands and seals to this Agreement the date and year first above written


AS TO FATHER


THOMAS RAVENEL


AS TO FATHER

AS TO MOTHER

KATHRYN CALHOUN DENNIS

AS TO MOTHER


TR.

KCD