

5 Reasons to Keep Your Options Open

You've probably thought about this a few times recently, but it used to be so much easier to find and keep a job! You would get hired by a terrific company, work hard and advance in the organization as you proved your worth. You could establish roots in the company, as well as in the community. That has all changed, and I'm now receiving many more questions about the importance of factoring the possibility of a future relocation into the divorce settlement agreement.

Economic experts have stated that as the US pulls out of this recession, there will be a need for only 90% of the previous workforce. This makes it more likely that you may need to relocate at some point to either keep or find a job. It is now much more important to contemplate the possibility of relocation during a divorce proceeding that includes child custody and visitation decisions.

If you are currently working on your settlement agreement, take the extra time (and money) to also include specifics of a long distance visitation schedule, along with a [future relocation provision](#). As an example, visitation should be modified so that an out-of-state relocation does not put you (or your ex) in contempt. Or if child support is an issue, think about splitting travel expenses 50/50.

There are some enforcement challenges to consider, but here are five good reasons to include

relocation and long distance visitation language in your agreement:

1.

When you move, you will be able to do so without the threat of contempt charges.

2.

In the event you need to move, your ex will have a tough time trying to contest that he/she isn't sure anymore.

3.

You may be getting along just fine today, but what about if one of you gets remarried? If the language is already in place, then you won't have to worry about a 3rd party's influence.

4.

Your ex may not contest the custody, but may later decide to contest visitation. If you're contemplating relocation, you may be caught in limbo until your agreement is renegotiated.

5.

It may avoid the necessity of having to hire an attorney when you do move away. If you just agree to agree on future details, you may get stuck having to hire attorneys again. So include the details!

Now here's the bad news. Even if your ex signs an agreement that allows for future relocation, it may still be contested just like any other aspect of your settlement agreement. However, the Court will look at what you have already agreed to and take that into account. Plus, you can proceed without having to worry about a contempt charge.

