

What We Know

ARTICLES & INSIGHTS

ABOUT THE AUTHOR



[Max Rodden](#) is a North Carolina Bar Board Certified Family Law Specialist and has been practicing family law since 1991. He represents clients in all aspects of family law, and has extensive trial experience at all levels of North Carolina courts including district, superior, special proceedings, juvenile, small claims, administrative proceedings, the Court of Appeals and the Supreme Court.

The Problem with Oral Agreements

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Upon reaching the unfortunate decision to separate, some spouses begin discussing the terms of a mutual agreement regarding their assets, debts, children, payment of expenses, and any other matters they determine appropriate. They may orally come to an agreement and even go so far as to put their agreed upon terms in writing. While all this seems reasonable enough, what they may not know is that ***not all agreements are created equal.***

Many of us would agree with the argument that all oral agreements and written agreements *should* create a moral obligation on behalf of the parties involved. Unfortunately, that isn't the way things work. People change their mind; go back on their word. It happens. And, it's a harsh reality when it does happen because an agreement between two parties that is not legally binding leaves the jilted party with no recourse whatsoever. The reason: a non-binding agreement is not enforceable under the law.

For this reason, agreements concerning the breakup of a marriage, child custody or child support should be judiciously prepared to meet certain formal requirements that make them legally binding.

How to Protect Yourself

If you're considering a separation agreement or terms of child custody or child support, here are three things you can do to ensure you enter into a legally binding agreement that protects your interests.

1. Seek a competent family law attorney to prepare documents that meet the necessary requirements to be enforceable.
2. Seek the advice of such an attorney to determine the appropriate type of document to use under the circumstances.
3. Seek the advice of such an attorney before signing any documents regarding separation, child custody or support. An experienced attorney can help you avoid the risk of being legally bound by an unfair agreement not suited to your best interests, or one that contains waivers of important rights.

If you have questions or would like more information on this topic, please contact family law attorney Max R. Rodden at 919.250.2168 or via email at mrodden@smithdebnamlaw.com.

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