

# Authorization and Assignment of Rights

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State of South Carolina

Payment Amount: \$ \_\_\_\_\_

County of \_\_\_\_\_

Payment: Weekly / Biweekly/ Monthly/Seasonal

Docket No. \_\_\_\_\_

Commencement Date: \_\_\_\_\_

This Authorization and Assignment of Rights Agreement (this "Agreement"), is made as of this \_\_\_ day of \_\_\_\_\_, (the "Effective Date") by and between \_\_\_\_\_, located at \_\_\_\_\_ ("Custodial Parent"), and Family Support of South Carolina, Inc and/or its assigns located at 4000 Faber Place Drive, Suite 300, N. Charleston SC 29405 ("Funder").

The parties agree as follows:

**1. Assignment of Rights.** In consideration for payment of any past arrearages and the guarantee of future payments due under the above referenced court order, I hereby voluntarily assign and transfer unto the Funder all the support payments, including those past, present and future, which I am entitled to under the terms of the above referenced court order, as Custodial Parent, for the support of the children for whom I have care and custody.

**2. Condition of Assignment.** The Custodial Parent agrees that the Assignment of Rights under this Agreement is conditional on the Non-Custodial Parent entering into a Credit Agreement with the Funder that is filed with the court in this case.

**3. Authorization.** I hereby authorize the Funder to act on my behalf with the South Carolina Department of Social Services (SCDSS), Child Support Services Division (CSSD) for the enforcing and collecting my child support.

**4. Term of Agreement.** This agreement shall have an indefinite term until such time as all of the obligations to the Funder have been satisfied. This shall include, but not be limited to, any renewals, outstanding fees or costs.

**5. Remedies.** Funder may enforce its rights or remedies in equity or at law, or both, whether for specific performance of any provision in this Agreement or any other legal or equitable right or remedy. The rights and remedies of the Funder now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and shall be in addition to every other such right or remedy.

**6. Successors and Assigns.** This Agreement will inure to the benefit of and be binding on the respective successors and permitted assigns of Funder and Custodial Parent.

**7. Amendment.** This Agreement may be amended or modified only by a written agreement signed by Custodial Parent and Funder.

**8. Notices.** Any notice or communication under this Credit Agreement must be in writing and sent via Certified or Registered Mail (Postage Prepaid, Return Receipt Requested) to:

CUSTODIAL PARENT

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

FUNDER

Family Support of South Carolina, Inc  
4000 Faber Place Drive, Suite 300  
N. Charleston SC 29405

**9. No Waiver.** Funder shall not be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by Funder of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.

**10. Severability.** In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

**11. Assignment.** Non-Custodial Parent shall not assign this Agreement, in whole or in part, without the written consent of Funder. Funder may assign all or any portion of this Agreement without written notice to Custodial Parent.

**12. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, not including its conflicts of law provisions.

**13. Disputes.** Any dispute arising from this Agreement shall be resolved in the courts of the State of South Carolina.

**14. Attorneys' Fees.** If either Party brings legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover from the other Party its expenses (including reasonable attorneys' fees and costs) incurred in connection with the action and any appeal.

**15. Modification of Court Order.** This Agreement shall be filed as a modification to the current court order to be approved by the court.

**16. Entire Agreement.** This Agreement contains the entire understanding between the parties and supersedes and cancels all prior agreements of the parties, whether oral or written, with respect to such subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first stated above.

**SIGNATURES**

\_\_\_\_\_  
Custodial Parent Signature

\_\_\_\_\_  
Custodial Parent Full Name

\_\_\_\_\_  
**Funder** Signature

Family Support of South Carolina, Inc  
\_\_\_\_\_  
**Funder** Full Name

**NOTARY**

State of South Carolina  
County of \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by

\_\_\_\_\_  
Name

\_\_\_\_\_  
Notary Public

Name: \_\_\_\_\_

My commission Expires \_\_\_\_\_

