



# TXDOCS

## Decree of Divorce

### Sample Template

This document provides a preview of the master template TXdocs uses to assemble Decrees of Divorce. You can use it to see how TXdocs addresses all the issues that may need to be handled in a divorce decree.

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**[AGREED] FINAL DECREE OF DIVORCE  
[AND ORDER FOR CONSERVATORSHIP/ CHILD SUPPORT]**

This case was [heard/tried] on [date].

**Appearances**

*{Petitioner made an appearance: [Name of Petitioner], Petitioner, appeared in person [via electronic method] and announced [that the parties have reached an agreement/ready for [hearing/trial]].}*

*{Petitioner appeared with attorney of record: [Name of Petitioner], Petitioner, appeared in person [via electronic method] and by attorney of record, [Name of Attorney], and announced [that the parties have reached an agreement/ready for [hearing/trial]].}*

*{Petitioner appeared by attorney of record: [Name of Petitioner], Petitioner, appeared by attorney of record, [Name of Attorney], and announced [that the parties have reached an agreement/ready for [hearing/trial]].}*

*{Petitioner appeared by filed sworn written statement: [Name of Petitioner], Petitioner, appeared by filed sworn written statement and has agreed to the terms of this Final Decree of Divorce, as indicated by [Name of Petitioner]'s signature below.}*

*{Petitioner did not appear: [Name of Petitioner], Petitioner, has agreed to the terms of this Final Decree of Divorce, as indicated by [Name of Petitioner]'s signature below.}*

*{Respondent appeared at hearing: [Name of Respondent], Respondent, appeared in person [via electronic method] and announced [that the parties have reached an agreement/ready for [trial/hearing]].}*

*{Respondent appeared with attorney of record: [Name of Respondent],*  
Respondent, appeared in person [via electronic method] and by attorney of record,  
[Name of Attorney], and announced [that the parties have reached an  
agreement/ready for [trial/hearing]]}.

*{Respondent appeared by attorney of record: [Name of Respondent],*  
Respondent, appeared by attorney of record, [Name of Attorney], and announced  
[that the parties have reached an agreement/ready for [trial/hearing]]}.

*{Respondent appeared by filed sworn written statement: [Name of Respondent],*  
Respondent, appeared by filed sworn written statement and has agreed to the  
terms of this Final Decree of Divorce, as indicated by [Name of Respondent]'s  
signature below.}

*{Respondent did not appear, agreed to terms: [Name of Respondent],*  
Respondent, has agreed to the terms of this Final Decree of Divorce, as indicated by  
[Name of Respondent]'s signature below.}

*{Respondent defaulted (no-answer default): [Name of Respondent],*  
Respondent, after being properly served with process in this suit, never responded  
to the Petition for Divorce and has defaulted. Petitioner moved for Default Final  
Decree of Divorce, which is **GRANTED**.}

*{Respondent did not appear and waived service: [Name of Respondent],*  
Respondent, made a general appearance by filing a Waiver of Service and did not  
otherwise appear.}

*{Respondent made a general appearance (post-answer default): [Name of*  
Respondent], Respondent, made a general appearance, and after due notification

of the [hearing/trial], failed to appear and has defaulted. Petitioner moved for Default Final Decree of Divorce which is **GRANTED.**}

*{Respondent made a general appearance and agreed to terms: [Name of Respondent], Respondent, made a general appearance and has agreed to the terms of this Final Decree of Divorce, as indicated by [Name of Respondent]'s signature below.}*

*{Respondent defaulted pursuant to rule 107/239: The Court FINDS that the return of service complies with Rule 107, that [Name of Respondent] had proper notice and failed to appear, and that judgment was taken by default against [Name of Respondent] under Rule 239 of the Texas Rules of Civil Procedure.}*

*{Attorney Ad Litem for child: [Name of ad litem], appointed by this Court as attorney ad litem for the child[ren] in this suit, appeared on behalf of the child[ren]. {Agreed Decree: The attorney ad litem for the child[ren] agrees to the terms of this Final Decree of Divorce, as indicated by the representative's signature below.}}*

*{Attorney Ad Litem for Respondent: [Name of ad litem], appointed by this Court as attorney ad litem for [Name of Respondent], appeared on behalf of [Name of Respondent]. {Agreed Decree: The attorney ad litem for [Name of Respondent] agrees to the terms of this Final Decree of Divorce, as indicated by the representative's signature below.}*

*{Guardian Ad Litem for children: [Name of guardian ad litem], appointed by this Court as guardian ad litem for the child[ren] in this suit, appeared on behalf of the child[ren]. {Agreed Decree: The guardian ad litem for the child[ren] agrees to the terms of this Final Decree of Divorce, as indicated by the representative's signature below.}*

*{Amicus Attorney: [Name of amicus], appointed by this Court as amicus attorney to provide legal services to assist the Court in protecting the best interests of the child[ren], appeared in this suit. {Agreed Decree: The amicus attorney agrees to the terms of this Final Decree of Divorce, as indicated by the representative's signature below.}*

## **Jurisdiction**

The Court, having examined the parties' pleadings, and having heard evidence and argument of counsel, finds that the parties' pleadings are proper as to form and provide all the allegations and information necessary to support jurisdiction. *{60 day waiting period satisfied: The Court finds that the 60-day waiting period is satisfied as at least that many days have elapsed since the filing of the Petition for Divorce}**{60 day waiting period not required: The Court finds that the 60-day waiting period is not required because {Party under active protective/magistrate's order: [Party under active protective order] [has/have] {Active protective order an active protective order under Title 4 of the Texas Family Code }{Active magistrate's order: an active magistrate's order for emergency protection under the Texas Code of Criminal Procedure, Article 17.292,} against [Name of Petitioner/Name of Respondent/ each other] because of family violence committed during the marriage}{Basis for waiver of waiting period [Name of party who was convicted of or received deferred adjudication for offense of family violence] [has/have] {Conviction of family violence been finally convicted of }{Deferred adjudication received deferred adjudication for} an offense involving family violence as defined by the Texas Family Code Section 71.004 against [Name of Petitioner/Name of Respondent/ each other] or a member of [his/her/their] household}}; and all necessary residence qualifications and notice prerequisites are legally met.*

Further, the Court finds that citation was properly served on all persons entitled to citation in this suit, and that when suit was filed, [[Name of Petitioner] and [Name of Respondent] were domiciled in Texas for the preceding six months and residents]/[Name of Petitioner] was domiciled in Texas for the preceding six months and a resident]/[Name of Respondent] was domiciled in Texas for the preceding six months and a resident] of [Name of County] County, Texas, for the preceding 90-day period.

Accordingly, the Court finds that it has jurisdiction over this case and all the parties.

### **Record of Testimony**

A record [was waived by the parties with the consent of the Court/of the testimony and proceedings was made by the [Court/court reporter for this Court].

### **Jury**

*{Jury was waived: A jury was waived and all questions of fact and of law were submitted to the Court.}*

*{Jury was not waived: A jury having been selected and sworn, questions of fact were submitted to it, and its verdict was returned and filed.}*

### **Grant of Divorce**

The Court finds that the parties married on [date].

**IT IS ORDERED AND DECREED** that [Name of Petitioner], Petitioner,[ is granted a divorce from [Name of Respondent], Respondent,] [and [Name of Respondent], Respondent, are granted a divorce and ]their marriage is dissolved on the ground[s] of [insupportability/abandonment/adultery/cruelty/conviction of felony/living apart/Respondent lives in a mental facility].

## Children

{There are no children born or adopted of this marriage, and no child is expected.}

{There are no children born or adopted of this marriage who are under 18 years of age or who are otherwise entitled to support, and no child is expected.}

{[Name of Petitioner] and [Name of Respondent] are parents of the following child[ren] born or adopted of this marriage who [is/are] under 18 years of age or who [is/are] otherwise entitled to support as provided by Chapter 154 of the Texas Family Code:

| <u>Name</u>              | <u>Sex</u> | <u>Birth Date</u> |
|--------------------------|------------|-------------------|
| <i>{list each child}</i> |            |                   |

## Parenting Plan

*{Agreed:}* The Court finds that the parties have agreed on a final parenting plan and that a written agreed parenting plan has been filed with the Court. After consideration of all facts of this suit and the best interests of the child[ren], the Court finds that the agreed parenting plan is in the best interests of the child[ren].}

*{Court Ordered Parenting Plan:}* After consideration of all facts of this suit, the arguments of the parties, and the best interests of the child[ren], the Court finds that a court-ordered parenting plan is in the best interests of the child[ren].

Accordingly, the Court finds that the provisions in this Order setting out the rights and duties of the parties in relation to the child[ren], providing for periods of possession of and access to the child[ren] [, providing for child support,] and optimizing the development of a close and continuing relationship between each

parent and the child[ren], shall serve as the parenting plan required by Section 153.603 of the Texas Family Code.}

### **Finding Regarding Family Violence**

*{History of Pattern of Abuse:* The Court finds that [Name of person with history of abuse] has a history or pattern of [past/present/past and present] [child neglect/physical abuse/sexual abuse/or any combination] directed against [Name of person subject to the abuse].}

*{History of Family Violence:* The Court finds that [Name of person with history of abuse] has a history or pattern of committing family violence during the two year period preceding the filing of this suit or during the pendency of this suit.}

### **Supervised Visitation**

In accordance with the findings of the Court:

(a) **IT IS ORDERED** that the periods of access between [Name of Person with history of abuse] and the child[ren], [List of children], shall be continuously supervised by [Name of person or agency to supervise visitation] or an entity or person chosen by [Name of person subject to abuse].

*{Provisions for visitation order: Establish access to children* [(b) **IT IS FURTHER ORDERED** that [Name of Person with history of abuse] shall have continuously supervised access to the child[ren], [List of children], [on the following days and times/on the days and times established by] [Entry of the specific days and times for access].]

*Establish exchange of possession* [(c) **IT IS FURTHER ORDERED** that all exchanges of possession of the child[ren] shall occur in a protective

setting [chosen by/located at] [Name of person or agency to supervise visitation/Description and address of location of exchange].]

*Prohibit alcohol use prior to visitation* [(d) **IT IS FURTHER ORDERED** that [Name of Person with history of abuse] shall abstain from the consumption of alcohol or any controlled substance within 12 hours prior to or during the period of access to the child[ren].]

*Attendance in intervention and prevention program* [(e) **IT IS FURTHER ORDERED** that [Name of Person with history of abuse] shall attend and complete a [battering intervention and prevention program at/course of treatment under Section 153.010 of the Texas Family Code with] [Name and address of program ordered to attend/Name and address of mental health provider] and provide proof of attendance and [program/treatment] completion within [Number of days in which to complete program or treatment] days from the date of this **ORDER.**]

{*No history or pattern of abuse:* (f) **IT IS ORDERED** that [Name of Person with history of abuse] shall be subject to [supervised access/possession exchanges in a protective setting/abstinence from consumption of alcohol or controlled substances/attendance in an intervention and prevention program/or combination of] based on the following: [Reasons for supervised visitation].}

(g) **IT IS FURTHER ORDERED** that these orders regarding [Name of Person with history of abuse]'s supervised visitation with the child[ren] shall remain in effect until [Date supervised visit will cease/determining factors that will cause the end of the supervised visit/further orders of this court].

*{if supervised visitation ordered: (h) IT IS ORDERED* that [Name of Person with history of abuse], after the satisfactory fulfillment of the supervised visitation in this Order, shall have the rights, duties, and possession and access of a [managing/possessory] conservator as provided in the Standard Possession Order below.}}

### **Conservatorship**

The Court finds that the following orders are in the best interests of the child[ren] of this suit.

#### *{if JMC: Joint Managing Conservators*

**IT IS ORDERED** that [primary conservator] and [non-primary conservator] are appointed joint managing conservators of [names of children].}

#### *{if SMC/PC: Sole Managing Conservator and Possessory Conservator*

**IT IS ORDERED** that [primary conservator] is appointed managing conservator and [non-primary conservator] is appointed possessory conservator of [names of children].}

#### **Primary Residence of [names of children]**

*{if SMC or JMC with primary with right to designate: IT IS ORDERED* that [primary conservator] has the exclusive right to designate the primary residence of [names of children] [within [area]/without regard to geographic area].}

*{if neither JMC has right to designate: IT IS ORDERED* that neither conservator is granted the exclusive right to designate the primary residence of the child[ren]. The primary residence of the child[ren] shall be within [area where primary residence is limited].}

*{if limitation of primary residence:* The parties are enjoined from changing the child[ren]’s primary residence to be outside [area where primary residence is limited] unless both parties file a written agreement with the Court or a court of continuing jurisdiction modified this Order to allow that change.}

*{if restriction may be lifted:* The Court finds that the parties presently reside in the geographic area described above. **IT IS FURTHER ORDERED** that if [secondary conservator] does not reside in that geographic area, then the exclusive right of [primary conservator] to designate the child[ren]’s primary residence shall be without geographic restriction.}

### **Rights and Duties at All Times**

*{if JMC:* **IT IS ORDERED** that [primary conservator] and [non-primary conservator], as parent joint managing conservators, will each have the following rights and duties at all times:}

*{if SMC:* **IT IS ORDERED** that [primary conservator] as parent sole managing conservator and [non-primary conservator] as parent possessory conservator will each have the following rights and duties at all times:}

- (a) the right to receive information from any other conservator of the child[ren] concerning the health, education, and welfare of the child[ren];
- (b) the right to confer with the other conservator to the extent possible before making a decision concerning the health, education, and welfare of the child[ren];
- (c) the right of access to medical, dental, psychological, and educational records of the child[ren];

- (d) the right to consult with a physician, dentist, or psychologist of the child[ren];
- (e) the right to consult with school officials concerning the child[ren]'s welfare and educational status, including school activities;
- (f) the right to attend school activities, including school lunches, performances, and field trips;
- (g) the right to be designated on the child[ren]'s records as a person to be notified in case of an emergency;
- (h) the right to consent to medical, dental, and surgical treatment during an emergency involving an immediate danger to the health and safety of the child[ren];
- (i) the right to manage the estate[s] of the child[ren] to the extent the estate[s] [has/have] been created by the parent or the parent's family;
- (j) the duty to inform the other conservator of the child[ren] in a timely manner of significant information concerning the health, education, and welfare of the child[ren];
- (k) the duty to inform the other conservator of the child[ren] if the conservator resides with for at least 30 days, marries, or intends to marry a person who the conservator knows is registered as a sex offender under Chapter 62 of the Code of Criminal Procedure or is currently charged with an offense for which on conviction the person would be required to register under that chapter. This required notice must be made as soon as practicable, but not later than the 40th day after the date the conservator of the child[ren] begins to reside with the person or

the 10th day after the date the marriage occurs, as appropriate. The notice must include a description of the offense that is the basis of the person's requirement to register as a sex offender or of the offense with which the person is charged; and

(l) the duty to inform the other conservator of the child[ren] if the conservator:

(i) establishes a residence with a person the conservator knows is the subject of a final protective order sought by an individual other than the conservator, that is in effect on the date residence is established. This required notice must be made as soon as practicable, but not later than the 30th day after the date the conservator of the child[ren] begins to reside with the person who is the subject of a final protective order.

(ii) resides with, or allows unsupervised access to a child, by a person who is the subject of a final protective order sought by the conservator after the expiration of the 60-day period following the date the final protective order is issued. This required notice must be made as soon as practicable, but not later than the 90th day after the date the final protective order was issued.

(iii) is the subject of a final protective order issued after the date of the order establishing conservatorship. That this required notice must be made as soon as practicable, but not later than the 30th day after the date the final protective order was issued.

**WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE ANY OF THE ABOVE NOTICES.**

**Rights and Duties During Periods of Possession**

**IT IS ORDERED** that [primary conservator] and [non-primary conservator] each have the following rights and duties during their respective periods of possession of the child[ren]:

- (a) the duty of care, control, protection, and reasonable discipline of the child[ren];
- (b) the duty to support the child[ren], including providing the child[ren] with clothing, food, shelter, and medical and dental care not involving an invasive procedure;
- (c) the right to consent for the child[ren] to medical and dental care not involving an invasive procedure; and
- (d) the right to direct the moral and religious training of the child[ren].

**Additional Rights of [primary conservator]**

**IT IS ORDERED** that [primary conservator] as [a parent joint/parent sole] managing conservator has the following additional rights with respect to the child[ren]: *select all that apply:*

- (a) the exclusive right to designate the primary residence of the child[ren] [within [specified geographic area]/without regard to geographic area];
- (b) the [exclusive right/right, with other conservator's agreement/right, independent of other conservator] to consent to medical, dental, and surgical treatment involving invasive procedures *{if tiebreaker: and if the*

parties cannot agree, then the parties are **ORDERED** to comply with the recommendation of the medical, dental, or surgical professional providing the treatment; the parent not in agreement with the recommendation of that professional is **ENJOINED** from taking any act to frustrate compliance with, and implementation of, that recommendation};

(c) the [exclusive right/right, with other conservator's agreement/right, independent of other conservator] to consent to psychiatric and psychological treatment *{if tiebreaker: and if the parties cannot agree,* then the parties are **ORDERED** to comply with the recommendation of the counselor, therapist, or psychiatrist providing the treatment; the parent not in agreement with the recommendation of that professional is **ENJOINED** from taking any act to frustrate compliance with, and implementation of, that recommendation};

(d) the exclusive right to receive and give receipt for periodic payments for the support of the child[ren] and to hold or disburse these funds for the benefit of the child[ren];

(e) the [exclusive right/right, with other conservator's agreement/right, independent of other conservator] to represent the child[ren] in legal action and to make other decisions of substantial legal significance concerning the child[ren];

(f) the [exclusive right/right, with other conservator's agreement/right, independent of other conservator] to consent to marriage and to the child[ren]'s enlistment in the armed forces of the United States;

(g) the [exclusive right/right, with other conservator's agreement/right, independent of other conservator] to make decisions concerning the

child[ren]'s education *{if tiebreaker:}*, and if the parties cannot agree, then the parties are **ORDERED** to comply with the recommendation of the school counselor; the parent not in agreement with the recommendation of that professional is **ENJOINED** from taking any act to frustrate compliance with, and implementation of, that recommendation};

(h) the [exclusive right/ right, with other conservator's agreement]/ right, independent of other conservator] to designate the school the child[ren] will attend and to enroll the child[ren] in the school, subject to any eligibility or admission requirements;

(i) the [exclusive right/right, with other conservator's agreement/right, independent of other conservator] to the services and earnings of the child[ren], except as provided by Section 264.0111 of the Texas Family Code;

(j) except when a guardian of the child[ren]'s estate[s] or a guardian or attorney ad litem has been appointed for the child[ren], the [exclusive right/right, with other conservator's agreement/right, independent of other conservator] to act as an agent of the child[ren] in relation to the child[ren]'s estate[s] if the child[ren]'s action is required by a state, the United States, or a foreign government;

(k) the [exclusive right/right, with other conservator's agreement/right, independent of other conservator] to apply for [a]passport[s] for the child[ren], renew the child[ren]'s passport[s], and maintain possession of the child[ren]'s passport[s]; and

(l) the [exclusive right/right, with other conservator's agreement/right, independent of other conservator] to manage the estate[s] of the

child[ren] to the extent the estate[s] [has/have] been created by the parties' community or joint property.

*{if JMC: Additional Rights of [non-primary conservator]*

**IT IS ORDERED** that [non-primary conservator] as a parent joint managing conservator has the following rights with respect to the child[ren]: *select all that apply*

(a) the [exclusive right/right, with primary conservator's agreement/right, independent of primary conservator] to consent to medical, dental, and surgical treatment involving invasive procedures *{if tiebreaker: and if the parties cannot agree, then the parties are **ORDERED** to comply with the recommendation of the medical, dental, or surgical professional providing the treatment; the parent not in agreement with the recommendation of that professional is **ENJOINED** from taking any act to frustrate compliance with, and implementation of, that recommendation};*

(b) the [exclusive right/right, with primary conservator's agreement/right, independent of primary conservator] to consent to psychiatric and psychological treatment *{if tiebreaker: and if the parties cannot agree, then the parties are **ORDERED** to comply with the recommendation of the counselor, therapist, or psychiatrist providing the treatment; the parent not in agreement with the recommendation of that professional is **ENJOINED** from taking any act to frustrate compliance with, and implementation of, that recommendation};*

(c) the [exclusive right/right, with primary conservator's agreement/right, independent of primary conservator] to represent the child[ren] in legal

action and to make other decisions of substantial legal significance concerning the child[ren];

(d) the [exclusive right/right, with primary conservator's agreement/right, independent of primary conservator] to consent to marriage and to enlistment in the armed forces of the United States;

(e) the [exclusive right/right, with primary conservator's agreement/right, independent of primary conservator] to make decisions concerning the child[ren]'s education *{if tiebreaker: and if the parties cannot agree, then the parties are **ORDERED** to comply with the recommendation of the school counselor; the parent not in agreement with the recommendation of that professional is **ENJOINED** from taking any act to frustrate compliance with, and implementation of, that recommendation}*;

(f) the [exclusive right/ right, with other conservator's agreement]/ right, independent of other conservator] to designate the school the child[ren] will attend and to enroll the child[ren] in the school, subject to any eligibility or admission requirements;

(g) the [exclusive right/right, with primary conservator's agreement/right, independent of primary conservator] to the services and earnings of the child[ren], except as provided by Section 264.0111 of the Texas Family Code;

(h) except when a guardian of the child[ren]'s estate[s] or a guardian or attorney ad litem has been appointed for the child[ren], the [exclusive right/right, with primary conservator's agreement/right, independent of primary conservator] to act as an agent of the child[ren] in relation to the

child[ren]'s estate[s] if the child[ren]'s action is required by a state, the United States, or a foreign government;

(i) the [exclusive right/right, with primary conservator's agreement/right, independent of primary conservator] to apply for [a] passport[s] for the child[ren], renew the child[ren]'s passport[s], and maintain possession of the child[ren]'s passport[s]; and

(j) the [exclusive right/right, with primary conservator's agreement/right, independent of primary conservator] to manage the estate[s] of the child[ren] to the extent the estate[s] [has/have] been created by the parties' community or joint property.

*{if JMC: Minimizing Disruptions*

**IT IS ORDERED** that the parties will provide a safe, stable, and nonviolent environment for the child[ren] and will make reasonable attempts to assure that the child[ren] will have frequent and continuing contact, communications, and visitation between and among each parent and child to optimize the development of a close and continuing parent/child relationship while minimizing disruption of [the/each] child's education, daily routine[s], and association with friends.}

*{JMC, if custom minimizing disruptions added: IT IS FURTHER ORDERED* that [Custom provisions for minimizing disruptions]}

*{Tax returns for the kids: Tax Returns for the Child[ren]*

**IT IS ORDERED** that [Person to file child's taxes] has the exclusive right and duty to prepare and file income tax returns for the child[ren]. [Person to provide info for child's taxes] shall provide to [Person to file child's taxes] all information requested for the preparation of the child[ren]'s income tax returns no later than

the earlier of March 1 of that year, or 30 days following receipt of a written request for the information. Any requested information that becomes available after that date shall be provided to the requesting party within 10 days of its receipt.}

**{Allocation of Tax Exemption or Credit for Dependent[s]}**

*{One party gets tax exemption for children every year: [The parties agree that [Party to claim tax exemption for children] has the right to claim [names of children] as [a] tax exemption[s] or credit[s] when filing federal income tax returns for [year] and for each subsequent year until the time the deduction is no longer permitted.]}*

*{Parties alternate tax exemption: [The parties agree to alternate years for tax exemption for dependents or child tax credit beginning in [year] as follows:*

[primary conservator] has the right to claim [names of children] as [a] tax exemption[s] or credit[s] when filing federal income tax returns for [even/odd]-numbered years.

[non-primary conservator] has the right to claim [names of children] as [a] tax exemption[s] or credit[s] when filing federal income tax returns for [odd/even]-numbered years. }

*{Parties split children for tax exemptions: [The parties agree to split the tax exemption[s] for dependents or child tax credit as follows:*

[primary conservator] has the right to claim [Names of children who primary conservator claims as tax exemption] as [a] tax exemption[s] when filing federal income tax returns for [year] and for each subsequent year until the time the deduction is no longer permitted.

[non-primary conservator] has the right to claim [Names of children who non-primary conservator claims as tax exemption] as [a] tax exemption[s] when filing federal income tax returns for [year] and for each subsequent year until the time the deduction is no longer permitted.}]

*{Primary conservator releases claim to exemption: [[primary conservator] shall sign and deliver to [non-primary conservator] IRS Form 8332, "Release/Revocation of Release of Claim to Exemption for Child by Custodial Parent" on or before March 1 of each year that [non-primary conservator] is assigned the tax exemption for [a/the] child[ren].}*

If either party claims the dependent exemption or credit for a child in violation of the parties' contractual agreement, that party will be in breach of the contract, liable for damages caused to the other party (i.e., the amount of additional taxation incurred by the other party from the breach), and for attorney's fees if the other party is successful in prosecution of their claim for breach of contract. }

*{Passport application for kids JMC: **Passport Application***

**IT IS ORDERED** that a parent whose consent is required for the issuance of a passport for the child[ren] must consent in writing within [number of days after request that conservator must consent to passport application] days of receiving a request for consent, unless that parent has good cause to withhold consent.}

*{Passport application for kids SMC: **Passport Application***

**IT IS ORDERED**, that if [Name/ the sole managing conservator] submits a passport application for the child[ren], [Name/ the sole managing conservator] shall notify the other conservator of the passport application within [number of days in

which other conservator must be notified of passport application] days of its submission.}

*{Right to manage property belonging to the children: **Property of the Child[ren]**}*

**IT IS ORDERED** that the following property of the child[ren] shall be solely controlled and exclusively managed by [primary conservator] on behalf of the child[ren]: [Children's personal property for which Conservator A is awarded control]. Upon request, [non-primary conservator] shall promptly execute and complete all paperwork necessary to transfer control and management of the property to [primary conservator].}

*{Possession Order: {PO attached: **Possession of and Access to the Child[ren]**}*

**IT IS ORDERED** that the conservators shall have possession of the child[ren] at times mutually agreed to in advance by the conservators, and in the absence of mutual agreement, the conservators shall have possession of the child[ren] under the specified terms set out in the [Extended/Standard ] Possession Order attached to this Decree.}

*{PO in body: **Possession and Access**}*

## **Definitions**

As used in this Order, the following words have these meanings:

- (a) "Child" includes each individual who is a subject of this suit that is under the age of eighteen years or not otherwise emancipated.
- (b) "School" means the elementary or secondary school in which the child is enrolled, or if the child is not enrolled in an elementary or secondary school, the public school district in which the child primarily resides.

## Possession Orders

**IT IS ORDERED** that the conservators shall have possession of the child at times mutually agreed to in advance by the conservators, and in the absence of mutual agreement, the conservators shall have possession of the child under the specified terms set out in this Order.

{Alternate weeks (50-50 possession) The Court finds that it is the intent of the parties to avoid one parent having possession of the child for significantly more than two consecutive weeks. **IT IS ORDERED** that, except as otherwise expressly provided in this Order, the conservators shall have the right to possession of the child as follows:

(a) Alternating Weeks During the School Year.

(i) [primary conservator] shall have the right to possession of the child every other week, beginning on Monday, at the time the child's school begins or 8:00 a.m. if school is not in session, starting Monday, [date primary conservator's possession begins], and ending at the time the child's school resumes on the following Monday or 8:00 a.m. if school is not in session.

(ii) [non-primary conservator(s)] shall have the right to possession of the child every other week, beginning on Monday, at the time the child's school begins or 8:00 a.m. if school is not in session, starting Monday, [date possession by non-primary conservator(s) begins], and ending at the time the child's school resumes on the following Monday or 8:00 a.m. if school is not in session.

(b) Resumption of Alternating Weekly Possession Periods. **IT IS ORDERED** that upon the conclusion of either conservator's holiday [or spring break] period of possession, the alternating weekly periods of possession shall resume, with the conservator not in possession of the child at the end of the holiday [or spring break] period to take possession of the child for the first alternating weekly period of possession following the said holiday [or spring break] period of possession.

(c) Summer Possession. **IT IS ORDERED** that, except as otherwise expressly provided in this Order, [primary conservator] and [non-primary conservator(s)] shall have the right to possession of the child during the summer months as follows:

(i) Alternating Every Two Weeks in Even-Numbered Years. [primary conservator] shall have the right to possession of the child beginning at 8:00 a.m. on the first Monday following the child's school being dismissed for the summer holiday and ending at 8:00 a.m. on the second following Monday. [non-primary conservator(s)] shall have the right to possession of the child beginning at 8:00 a.m. on the third Monday following the child's school being dismissed for the summer holiday and ending at 8:00 a.m. two weeks later.

(ii) Alternating Every Two Weeks in Odd-Numbered Years. [non-primary conservator(s)] shall have the right to possession of the child beginning at 8:00 a.m. on the first Monday following the child's school being dismissed for the summer holiday and ending at 8:00 a.m. on the second following Monday. [primary conservator] shall have the right to possession of the child beginning at 8:00 a.m. on the third Monday following the child's school being dismissed for the summer holiday and ending at 8:00 a.m. two weeks later.

**IT IS ORDERED** that, except as otherwise expressly provided in this Order, these summer periods of possession shall end and the parties shall resume their alternating weeks schedule as outlined above beginning the Monday of the first full week of school and the conservator not in possession of the child for summer possession shall take possession of the child for the first alternating school week.

*{Alternating years for spring break* (d) Spring Vacation. [primary conservator] shall have possession of the child in even-numbered years beginning at [beginning time for spring break possession] for the school's spring vacation and ending at 6 p.m. on the day before school resumes after that vacation. [non-primary conservator(s)] shall have possession of the child in odd-numbered years beginning at [beginning time for spring break possession] for the school's spring vacation and ending at 6 p.m. on the day before school resumes after that vacation.}

*{2-2-3 Schedule: Weekends*

(a) Except as specifically designated in this Possession Order, [primary conservator] shall have the right to possession of the child on regular weekends as follows:

Every other weekend, beginning [first date of primary conservator's weekend possession], and continuing on alternating Fridays of each month, beginning at the time the child's school [is regularly dismissed/regularly resumes] on Friday [afternoon/morning], or at [time of exchange when child not in school] if the child is not in school, and ending at the time the child's school [is regularly dismissed/regularly resumes] on the following Monday [afternoon/morning], or at [time of exchange when child not in school] if the child is not in school.

(b) Except as specifically designated in this Possession Order, [non-primary conservator(s)] shall have the right to possession of the child on regular weekends as follows:

Every other weekend, beginning [first date of weekend possession by non-primary conservator(s)], and continuing on alternating Fridays of each month, beginning at the time the child's school [is regularly dismissed/regularly resumes] on Friday [afternoon/morning], or at [time of exchange when child not in school] if the child is not in school, and ending at the time the child's school [is regularly dismissed/regularly resumes] on the following Monday [afternoon/morning], or at [time of exchange when child not in school] if the child is not in school.

## **Weekdays**

(a) Except as specifically designated in this Possession Order, [non-primary conservator(s)] shall have the right to possession of the child on regular weekdays as follows:

(i) Mondays and Tuesdays: Every other Monday and Tuesday, beginning on [first date of Monday-Tuesday possession by non-primary conservator(s)], beginning at the time the child's school [is regularly dismissed/regularly resumes] on Monday [afternoon/morning], or at [time of exchange when child not in school] if the child is not in school, and ending at the time the child's school [is regularly dismissed/regularly resumes for exchange] on Wednesday

[afternoon/morning], or at [time of exchange when child not in school] if the child is not in school.

(ii) Wednesday and Thursdays: Every other Wednesday and Thursday, beginning on [first date Wednesday-Thursday possession by non-primary conservator(s) will begin], beginning at the time the child's school [is regularly dismissed/regularly resumes] on Wednesday [afternoon/morning], or at [time of exchange when child not in school] if the child is not in school, and ending at the time the child's school [is regularly dismissed/regularly resumes for exchange] on Friday [afternoon/morning], or at [time of exchange when child not in school] if the child is not in school.

(b) Except as specifically designated in this Possession Order, [primary conservator] shall have the right to possession of the child on regular weekdays as follows:

(i) Mondays and Tuesdays: Every other Monday and Tuesday, beginning on [first date of primary conservator's Monday-Tuesday possession], beginning at the time the child's school [is regularly dismissed/regularly resumes] on Monday [afternoon/morning], or at [time of exchange when child not in school] if the child is not in school, and ending at the time the child's school [is regularly dismissed/regularly resumes for exchange] on Wednesday [afternoon/morning], or at [time of exchange when child not in school] if the child is not in school.

(ii) Wednesday and Thursdays: Every other Wednesday and Thursday, beginning on [first date of primary conservator's Wednesday-Thursday possession], beginning at the time the child's school [is regularly dismissed/regularly resumes] on Wednesday [afternoon/morning], or at [time of exchange when child not in school] if the child is not in school, and ending at the time the child's school [is regularly dismissed/regularly resumes for exchange] on Friday [afternoon/morning], or at [time of exchange when child not in school] if the child is not in school.

**IT IS ORDERED** that in calculating the periods of possession for regular weekends and weekdays, the periods shall continue to count for the purposes of

alternating them even if they are superseded by Spring Break, Extended Summer, or Holiday periods of possession.

### **Spring Break**

(a) Notwithstanding the regular weekend and weekday for possession periods ordered herein, [non-primary conservator(s)] shall have possession in even-numbered years, beginning at the time the child's school is dismissed from school for the school's spring vacation and ending at the time school resumes after that vacation.

(b) Notwithstanding the regular weekend and weekday for possession periods ordered herein, [primary conservator] shall have possession in odd-numbered years, beginning at the time the child's school is dismissed from school for the school's spring vacation and ending at the time school resumes after that vacation.

### **Extended Periods of Summer Possession**

Notwithstanding the regular weekend and weekday for possession periods ordered herein, the conservators shall have a right to possession as follows:

Extended summer possession periods may begin no earlier than the day after the child's school is dismissed for summer vacation and end no later than seven days before school resumes at the end of summer vacation in that year. Unless otherwise agreed upon, all extended summer possession periods shall begin and end at 6 p.m.

#### **(a) Odd-Numbered Years**

(i) If [non-primary conservator(s)] give[s] [primary conservator] written notice by May 1 in an odd-numbered year specifying an extended period of summer possession for that year, [non-primary conservator(s)] shall have possession of the child for seven consecutive days as specified in the written notice{*conservator to exercise father's day is primary conservator*: , provided that the period does not interfere with Father's Day}.

(ii) If [non-primary conservator(s)] [do/does] not give [primary conservator] written notice by May 1 in an odd-numbered year specifying an extended period of summer possession for that year, [non-primary conservator(s)] shall have possession of the child for seven consecutive days in that year beginning on July 1 and ending on July 8.

(iii) If [primary conservator] gives [non-primary conservator(s)] written notice by May 15 in an odd-numbered year specifying an extended period of summer possession for that year, [primary conservator] shall have possession of the child for seven consecutive days as specified in the notice, provided that the period of extended summer possession does not interfere with [non-primary conservator(s)]'s period of extended summer possession in that year{*conservator to exercise father's day is non-primary conservator:* or with Father's Day}.

(iv) If [primary conservator] does not give [non-primary conservator(s)] written notice by May 15 in an odd-numbered year specifying an extended period of summer possession for that year, [primary conservator] shall have possession of the child for seven consecutive days in that year beginning on July 15 and ending on July 22.

(b) Even-Numbered Years

(i) If [primary conservator] gives [non-primary conservator(s)] written notice by May 1 in an even-numbered year specifying an extended period of summer possession for that year, [primary conservator] shall have possession of the child for seven consecutive days as specified in the written notice{*conservator to exercise father's day is non-primary conservator:* , provided that the period does not interfere with Father's Day}.

(ii) If [primary conservator] does not give [non-primary possessory conservator(s)] written notice by May 1 in an even-numbered year specifying an extended period of summer possession for that year, [primary conservator] shall have possession of the child for seven consecutive days in that year beginning on July 1 and ending on July 8.

(iii) If [non-primary conservator(s)] give[s] [primary conservator] written notice by May 15 in an even-numbered year specifying an extended period of summer possession for that year, [non-primary conservator(s)] shall have possession of the child for seven

consecutive days as specified in the notice, provided that the period of extended summer possession does not interfere with [primary conservator]'s period of extended summer possession in that year{*conservator to exercise father's day is primary conservator: or with Father's Day*}.

(iv) If [non-primary conservator(s)] [do/does] not give [primary conservator] written notice by May 15 in an even-numbered year specifying an extended period of summer possession for that year, [non-primary conservator(s)] shall have possession of the child for seven consecutive days in that year beginning on July 15 and ending on July 22.}

{*Split custody: IT IS ORDERED* that [first conservator] shall have possession of [children with first conservator] at all times not specifically designated for [second conservator(s)] and as set out elsewhere in this Order. **IT IS FURTHER ORDERED** that [second conservator(s)] shall have possession of [children with second conservator(s)] at all times not specifically designated for [first conservator] and as set out elsewhere in this Order.

## **Weekends and Weekdays**

### (a) Weekends

(i) During Regular School Term. On weekends during the regular school term, [first conservator] shall have possession of the children beginning at [6 p.m./the time the child's school is regularly dismissed/custom time] on the first and third Friday of each month and ending at [6 p.m. on Sunday/the time the child's school resumed on Monday/custom time], and [second conservator(s)] shall have possession of the children beginning at [6 p.m./the time the child's school is regularly dismissed/custom time] on the second and fourth Friday of each month and ending at [6 p.m. on Sunday/the time the child's school resumes on Monday/custom time].

(ii) Outside Regular School Term. On all other weekends throughout the year, [first conservator] shall have possession of the children beginning at [beginning time of weekend possession when school is not in session] on the first and third Friday of each month and ending

at [end time of weekend possession when school is not in session], and [second conservator(s)] shall have possession of the children beginning at [beginning time of weekend possession when school is not in session] on the second and fourth Friday of each month and ending at [end time of weekend possession when school is not in session].

For months containing a fifth Friday, the following provision shall apply:

(iii) During Regular School Term. On fifth-Friday weekends during the regular school term, [first conservator] shall have possession of [children with second conservator(s)] beginning at [6 p.m./the time the child's school is regularly dismissed/custom time] on the fifth Friday of each month and ending at [6 p.m. on Sunday/the time the child's school resumes on Monday/custom time], and [second conservator(s)] shall have possession of [children with first conservator] beginning at [6 p.m./the time the child's school is regularly dismissed/custom time] on the fifth Friday of each month and ending at [6 p.m. on Sunday/the time the child's school resumes on Monday/custom time].

(iv) Outside Regular School Term. On fifth-Friday weekends that do not occur during the regular school term, [first conservator] shall have possession of [children with second conservator(s)] beginning at [beginning time of weekend possession when school is not in session] on the fifth Friday of each month and ending at [end time of weekend possession when school is not in session], and [second conservator(s)] shall have possession of [children with first conservator] beginning at [beginning time of weekend possession when school is not in session] on the fifth Friday of each month and ending at [end time of weekend possession when school is not in session].

(b) Weekend Possession Extended by Holiday

(i) Friday Holidays. If a weekend period of possession coincides with a student holiday or teacher in-service day that falls on a Friday during the regular school term, as determined by the school in which the child is enrolled, the weekend possession shall begin at [6 p.m./the time the child's school is regularly dismissed/custom time] on Thursday. When a federal, state, or local holiday falls on a Friday during the summer months in which school is not in session, the weekend possession shall begin at [beginning time for weekend

possession with Friday holiday when school is not in session] on Thursday.

(ii) Monday Holidays. If a weekend period of possession coincides with a student holiday or teacher in-service day that falls on a Monday during the regular school term, as determined by the school in which the child is enrolled, the weekend possession shall end at [6 p.m. on Monday/the time the child's school resumes on Tuesday/custom time]. When a federal, state, or local holiday falls on a Monday during the summer months in which school is not in session, the weekend possession shall end at [end time for weekend possession with Monday holiday when school not in session].

(c) Tuesdays. On Tuesday of each week during the regular school term, beginning at [6 p.m./the time the child's school is dismissed/custom time] and ending at [8 p.m./the time the child's school resumes the next day/custom time], [first conservator] shall have possession of the children.

(d) Wednesdays. On Wednesday of each week during the regular school term, beginning at [6 p.m./the time the child's school is dismissed/custom time] and ending at [8 p.m./the time the child's school resumes the next day/custom time], [second conservator(s)] shall have possession of the children.

## **Summer Possession**

(a) Extended Periods of Summer Possession

*{Specific beginning and ending dates for each year: (i) Even-Numbered Years: In even-numbered years [first conservator] shall have possession of the children beginning on [beginning day of first session summer possession] at [transition time for summer possession] and ending on [ending day for first session summer session] at [transition time for summer possession] and [second conservator(s)] shall have possession of the children beginning on [beginning day of second session summer possession] at [transition time for summer possession] and ending on [ending day for second session summer possession] at [transition time for summer], provided that [second conservator(s)]'s possession does not interfere with [first conservator]'s period of extended summer possession.*

(ii) Odd-Numbered Years: In odd-numbered years [second conservator(s)] shall have possession of the children beginning on [beginning day of first session summer possession] at [transition time for summer possession] and ending on [ending day for first session summer session] at [transition time for summer possession] and [first conservator] shall have possession of the children beginning on [beginning day of second session summer possession] at [transition time for summer possession] and ending on [ending day for second session summer possession] at [transition time for summer possession], provided that [second conservator(s)]'s possession does not interfere with [first conservator]'s period of extended summer possession.}

*{With written notice, conservators choose beginning and ending dates each year:* (i) Even-Numbered Years - With Written Notice by April 1. If [first conservator] gives [second conservator(s)] written notice by April 1 of each even-numbered year specifying an extended period or periods of summer possession, [first conservator] shall have possession of the children for 21 days beginning no earlier than the day after the child's school is dismissed for the summer vacation and ending no later than 28 days before school resumes at the end of the summer vacation, to be exercised in no more than two separate periods of at least 7 consecutive days each as specified in the written notice, with each period of possession beginning and ending at [transition time for summer possession]

(ii) Without Written Notice by April 1. If [first conservator] does not give [second conservator(s)] written notice by April 1 of each even-numbered year specifying an extended period or periods of summer possession, [first conservator] shall have possession of the children for 21 consecutive days beginning on June 22 at [transition time for summer possession] and ending on July 13 at [transition time for summer possession]

(iii) Even-Numbered Years - With Written Notice by May 1. If [second conservator(s)] give[s] [first conservator] written notice by May 1 of each even-numbered year specifying an extended period or periods of summer possession, [second conservator(s)] shall have possession of the children for 21 days beginning no earlier than the day after the child's school is dismissed for the summer vacation and ending no later than 7 days before school resumes at the end of the summer

vacation, to be exercised in no more than two separate periods of at least 7 consecutive days each as specified in the written notice, with each period of possession beginning and ending at [transition time for summer possession], provided that [second conservator(s)]'s possession does not interfere with [first conservator]'s period of extended summer possession.

(iv) Failure to Give Written Notice by May 1. If [second conservator(s)] [do/does] not give [first conservator] written notice by May 1 of each even-numbered year specifying an extended period or periods of summer possession, [second conservator(s)] shall have possession of the children for 21 consecutive days beginning at [transition time for summer possession] on July 13 and ending at [transition time for summer possession] on August 3. In the event that any of these prescribed dates for [second conservator(s)]'s possession conflict with days designated for extended period of summer possession by [first conservator], [second conservator(s)]'s extended period of summer possession shall begin at [transition time for summer possession] on the last day designated by [first conservator] and end 21 days later at [transition time for summer possession]

(i) Odd-Numbered Years - With Written Notice by April 1. If [second conservator(s)] give[s] [first conservator] written notice by April 1 of each odd-numbered year specifying an extended period or periods of summer possession, [second conservator(s)] shall have possession of the children for 21 days beginning no earlier than the day after the child's school is dismissed for the summer vacation and ending no later than 28 days before school resumes at the end of the summer vacation, to be exercised in no more than two separate periods of at least 7 consecutive days each as specified in the written notice, with each period of possession beginning and ending at [transition time for summer possession]

(ii) Failure to Give Written Notice by April 1. If [second conservator(s)] [do/does] not give [first conservator] written notice by April 1 of each odd-numbered year specifying an extended period or periods of summer possession, [second conservator(s)] shall have possession of the children for 21 consecutive days beginning on June 22 at [transition time for summer possession] and ending on July 13 at [transition time for summer possession]

(iii) Odd-Numbered Years - With Written Notice by May 1. If [first conservator] gives [second conservator(s)] written notice by May 1 of each odd-numbered year specifying an extended period or periods of summer possession, [first conservator] shall have possession of the children for 21 days beginning no earlier than the day after the child's school is dismissed for the summer vacation and ending no later than 7 days before school resumes at the end of the summer vacation, to be exercised in no more than two separate periods of at least 7 consecutive days each as specified in the written notice, with each period of possession beginning and ending at [transition time for summer possession], provided that [first conservator]'s possession does not interfere with [second conservator(s)]'s period of extended summer possession.

(iv) Failure to Give Written Notice by May 1. If [first conservator] does not give [second conservator(s)] written notice by May 1 of each even-numbered year specifying an extended period or periods of summer possession, [first conservator] shall have possession of the children for 21 consecutive days beginning at [transition time for summer possession] on July 13 and ending at [transition time for summer possession] on August 3. In the event that any of these prescribed dates for [first conservator]'s possession conflict with days designated for extended period of summer possession by [second conservator(s)], [first conservator]'s extended period of summer possession shall begin at [transition time for summer possession] on the last day designated by [second conservator(s)] and end 21 days later at [transition time for summer possession]}}

*{if 50 miles or less selected: **Conservators Who Reside 50 Miles or Less Apart***

**IT IS ORDERED** that, except as otherwise expressly provided in this Order, when [non-primary conservator] resides 50 miles or less from the primary residence of the child[ren], [non-primary conservator(s)] shall have the right to possession of the child[ren] as follows:

(a) Weekends

(i) During Regular School Term. On weekends during the regular school term, [non-primary conservator(s)] shall have possession of the child beginning at the time the child's school is regularly dismissed on the {*No alternate 5<sup>th</sup> week*: first, third, and fifth Friday of each month}{*Alternate 5<sup>th</sup> week*: first and third Friday of each month and on every other fifth Friday (set out below)} and ending at the time the child's school resumes after the weekend.

(ii) Outside Regular School Term. On all other weekends throughout the year, beginning at [6 p.m./custom start time] on the {*No alternate 5<sup>th</sup> week*: first, third, and fifth Friday of each month}{*Alternate 5<sup>th</sup> week*: first and third Friday of each month and on every other fifth Friday (set out below)} and ending at [6 p.m. on Sunday/custom end time].

(b) Weekend Possession Extended by Holiday

(i) Friday Holidays. If a weekend period of possession coincides with a student holiday or teacher in-service day that falls on a Friday during the regular school term, as determined by the school in which the child is enrolled, [non-primary conservator(s)]'s weekend possession shall begin at the time the child's school is regularly dismissed on Thursday. When a federal, state, or local holiday falls on a Friday during the summer months in which school is not in session, the weekend possession shall begin at [6 p.m./custom start time] on Thursday.

(ii) Monday Holidays. If a weekend period of possession coincides with a student holiday or teacher in-service day that falls on a Monday during the regular school term, as determined by the school in which

the child is enrolled, [non-primary conservator(s)]'s weekend possession shall end at 8 a.m. on Tuesday. When a federal, state, or local holiday falls on a Monday during the summer months in which school is not in session, the weekend possession shall end at [6 p.m. on Monday/custom end time].

(c) Thursdays. On Thursday of each week during the regular school term, [non-primary conservator(s)] shall have possession of the child beginning at the time the child's school is regularly dismissed and ending at the time the child's school resumes on Friday.

(d) Spring Vacation in Even-Numbered Years. In even-numbered years, [non-primary conservator(s)] shall have possession of the child[ren] beginning at the time the child's school is dismissed for the school's spring vacation and ending at 6 p.m. on the day before school resumes after that vacation.

(e) Extended Periods of Summer Possession

(i) With Written Notice by April 1. If [non-primary conservator] gives [primary conservator] written notice by April 1 of each year specifying an extended period or periods of summer possession, [non-primary conservator(s)] shall have possession of the child for 30 days beginning no earlier than the day after the child's school is dismissed for the summer vacation and ending no later than 7 days before school resumes at the end of the summer vacation, to be exercised in no more than two separate periods of at least 7 consecutive days each, with each period of possession beginning at [6 p.m./custom start time] and ending at [6 p.m./custom end time]

(ii) Failure to Give Written Notice by April 1. If [non-primary conservator(s)] [do/does] not give [primary conservator] written notice by April 1 of each year specifying an extended period or periods of summer possession, [non-primary conservator(s)] shall have possession of the child in that year, beginning at 6 p.m. on July 1 and ending at 6 p.m. on July 31.

(f) Thanksgiving Vacation in Odd-Numbered Years. In odd-numbered years, [non-primary conservator(s)] shall have possession of the child beginning at the time the child's school is dismissed for Thanksgiving holiday and ending at [6 p.m./custom end time] on [the Sunday following Thanksgiving/custom end date].

**IT IS ORDERED** that, when [non-primary conservator(s)] reside[s] 50 miles or less from the primary residence of the child, [primary conservator] shall have the right to possession of the child as follows:

(a) Spring Vacation in Odd-Numbered Years. In odd-numbered years, [primary conservator] shall have possession of the child[ren] beginning at the time the child's school is dismissed for the school's spring vacation and ending at 6 p.m. on the day before school resumes after that vacation.

(b) Summer Weekend Possession. If [primary conservator] gives [non-primary conservator(s)] written notice by April 15 of each year, [primary conservator] shall have possession of the child on any one weekend beginning Friday at 6 p.m. and ending at 6 p.m. on the following Sunday during one period of the extended summer possession by [non-primary conservator(s)], provided that [primary conservator] picks up the child

from [non-primary conservator(s)] and returns the child to that same place.

(c) Additional Summer Weekend Possession. If [primary conservator] gives [non-primary conservator(s)] written notice by April 15 of each year or gives [non-primary conservator(s)] 14 days written notice on or after April 16 of a year, [primary conservator] may designate one weekend beginning no earlier than the day after [the/each] child's school is dismissed for the summer vacation and ending no later than 7 days before school resumes at the end of the summer vacation, during which an otherwise scheduled weekend period of possession by [non-primary conservator(s)] shall not take place in that year, provided that the weekend designated does not interfere with [non-primary conservator(s)]'s period or periods of extended summer possession.

(d) Location of Pickup and Return. Additionally, after receiving notice from [primary conservator] designating the summer weekend during which [primary conservator] is to have possession of the child, [non-primary conservator(s)], not later than the 15th day before the Friday that begins that designated weekend, must give [primary conservator] written notice of the location at which [primary conservator] is to pick up and return the child[ren].

(e) Thanksgiving Vacation in Even-Numbered Years. In even-numbered years, [primary conservator] shall have possession of the child beginning at the time the child's school is dismissed for Thanksgiving holiday and ending at [6 p.m./custom end time] on [the Sunday following Thanksgiving/custom end date].

**IT IS FURTHER ORDERED** that, when [non-primary conservator(s)] reside[s] 50 miles or less from the primary residence of the child, the conservators shall have the right to possession of the child as follows:

(a) Christmas Vacation in Even-Numbered Years. In even-numbered years, [non-primary conservator(s)] shall have possession of the child beginning at the time the child's school is dismissed for Christmas vacation and ending at [noon/custom end time] on [December 28/custom end date]. [primary conservator] shall have possession of the child in even-numbered years beginning at [noon/custom end time] on [December 28/custom end date] and ending at 6 p.m. on the day before school resumes after Christmas.

(b) Christmas Vacation in Odd-Numbered Years. In odd-numbered years, [primary conservator] shall have possession of the child beginning at the time the child's school is dismissed for Christmas vacation and ending at [noon/custom end time] on [December 28/custom end date]. [non-primary conservator(s)] shall have possession of the child[ren] in odd-numbered years beginning at [noon/custom end time] on [December 28/custom end date] and ending at 6 p.m. on the day before school resumes after that vacation.

(c) Father's Day. [Name of conservator(s) exercising Father's Day possession]'s Father's Day period of possession of the child shall begin at 6 p.m. on the Friday preceding Father's Day and end at 8 a.m. on the Monday after Father's Day weekend. No extended summer or otherwise designated period of possession shall interfere with this Father's Day possession period.

(d) Mother's Day. [Name of conservator(s) exercising Mother's Day possession] shall have possession of the child beginning at the time the child's school is regularly dismissed on the Friday preceding Mother's Day and ending at the time the child's school resumes after Mother's Day.

(e) Child's Birthday. The conservator not otherwise entitled under this Order to present possession of a child on the child's birthday shall have possession of the child beginning at 6 p.m. and ending at 8 p.m. on that day, provided that the conservator picks up the child from the residence of the conservator entitled to possession and returns the child to that same place.}

### **Conservators Who Reside 100 Miles or Less Apart**

**IT IS ORDERED** that, except as otherwise expressly provided in this Order, when [non-primary conservator(s)] reside[s] 100 miles or less *{SPO for conservators living less than 50 miles: , but more than 50 miles,}* from the primary residence of the child, [non-primary conservator(s)] shall have the right to possession of the child as follows:

(a) Weekends

(i) During Regular School Term. On weekends during the regular school term, beginning at [6 p.m./the time the child's school is regularly dismissed/custom start time] on the *{No alternate 5<sup>th</sup> week: first, third, and fifth Friday of each month}{Alternate 5<sup>th</sup> week: first and third Friday of each month and on every other fifth Friday (set out below)}* and ending at [6 p.m. on Sunday/the time the child's school resumes on Monday/custom end time].

(ii) Outside Regular School Term. On all other weekends throughout the year, beginning at [6 p.m./custom start time] on the {*No alternate 5<sup>th</sup> week*: first, third, and fifth Friday of each month}{*Alternate 5<sup>th</sup> week*: first and third Friday of each month and on every other fifth Friday (set out below)} and ending at [6 p.m. on Sunday/custom end time].

(b) Weekend Possession Extended by Holiday

(i) Friday Holidays. If a weekend period of possession coincides with a student holiday or teacher in-service day that falls on a Friday during the regular school term, as determined by the school in which the child is enrolled, the weekend possession shall begin at [6 p.m./the time the child's school is regularly dismissed/custom start time] on Thursday. When a federal, state, or local holiday falls on a Friday during the summer months in which school is not in session, the weekend possession shall begin at [6 p.m./custom start time] on Thursday.

(ii) Monday Holidays. If a weekend period of possession coincides with a student holiday or teacher in-service day that falls on a Monday during the regular school term, as determined by the school in which the child is enrolled, the weekend possession shall end at [6 p.m. on Monday/8 a.m. on Tuesday/the time the child's school resumes on Tuesday/custom end time]. When a federal, state, or local holiday falls on a Monday during the summer months in which school is not in session, the weekend possession shall end at [6 p.m. on Monday/custom end time].

(c) Weekdays. On [Tuesday/Wednesday/Thursday] of each week during the regular school term, beginning at [6 p.m./the time the child's school is dismissed/custom start time] and ending at [the time the child's school resumes the next day/8 p.m./custom end time].

(d) Spring Vacation in Even-Numbered Years. In even-numbered years, beginning at [6 p.m. on the day school is dismissed/the time the child's school is dismissed/on the day the child's school is dismissed] for the school's spring vacation] and ending at 6 p.m. on the day before school resumes after that vacation.

(e) Extended Periods of Summer Possession

(i) With Written Notice by April 1. If [non-primary conservator(s)] give[s] [primary conservator] written notice by April 1 of each year specifying an extended period or periods of summer possession, [non-primary conservator(s)] shall have possession of the child for 30 days beginning no earlier than the day after the child's school is dismissed for the summer vacation and ending no later than 7 days before school resumes at the end of the summer vacation, to be exercised in no more than two separate periods of at least 7 consecutive days each, with each period of possession beginning at [6 p.m./custom start time] and ending at [6 p.m./custom end time]

(ii) Failure to Give Written Notice by April 1. If [non-primary conservator(s)] [do/does] not give [primary conservator] written notice by April 1 of each year specifying an extended period or periods of summer possession, [non-primary conservator(s)] shall have

possession of the child[ren] in that year, beginning at 6 p.m. on July 1 and ending at 6 p.m. on July 31.

**IT IS ORDERED** that, when [non-primary conservator(s)] reside[s] 100 miles or less *{SPO for conservators living less than 50 miles:, but more than 50 miles,}* from the primary residence of the child, [primary conservator] shall have the right to possession of the child as follows:

(a) Spring Vacation in Odd-Numbered Years. In odd-numbered years, beginning at [6 p.m. on the day school is dismissed for the school's spring vacation/the time the child's school is dismissed for the school's spring vacation/on the day the child's school is dismissed for the school's spring vacation] and ending at 6 p.m. on the day before school resumes after that vacation.

(b) Summer Weekend Possession. If [primary conservator] gives [non-primary conservator(s)] written notice by April 15 of each year, [primary conservator] shall have possession of the child on any one weekend beginning Friday at 6 p.m. and ending at 6 p.m. on the following Sunday during one period of the extended summer possession by [non-primary conservator(s)], provided that [primary conservator] picks up the child from [non-primary conservator(s)] and returns the child[ren] to that same place.

(c) Additional Summer Weekend Possession. If [primary conservator] gives [non-primary conservator(s)] written notice by April 15 of each year or gives [non-primary conservator(s)] 14 days written notice on or after April 16 of a year, [primary conservator] may designate one weekend beginning no earlier than the day after [the/each] child's school is

dismissed for the summer vacation and ending no later than 7 days before school resumes at the end of the summer vacation, during which an otherwise scheduled weekend period of possession by [non-primary conservator(s)] shall not take place in that year, provided that the weekend designated does not interfere with [non-primary conservator(s)]'s period or periods of extended summer possession.

(d) Location of Pickup and Return. Additionally, after receiving notice from [primary conservator] designating the summer weekend during which [primary conservator] is to have possession of the child, [non-primary conservator(s)], not later than the 15th day before the Friday that begins that designated weekend, must give [primary conservator] written notice of the location at which [primary conservator] is to pick up and return the child.

### **Conservators Who Reside Over 100 Miles Apart**

**IT IS ORDERED** that, except as otherwise expressly provided in this Order, when [non-primary conservator] resides more than 100 miles from the residence of the child, [non-primary conservator(s)] shall have the right to possession of the child as follows:

(a) Weekends

*{If Conservators currently live over 100 miles apart:*

*{Conservator does not elect possession one weekend per month: (i) During Regular School Term. On weekends during the regular school term, beginning at [6 p.m./the time the child's school is regularly dismissed/custom time] on the{No alternate 5<sup>th</sup> week: first, third, and*

fifth Friday of each month}{*Alternate 5<sup>th</sup> week*: first and third Friday of each month and on every other fifth Friday (set out below)}and ending at [6 p.m. on Sunday/the time the child's school resumes on Monday/custom end time].

(ii) Outside Regular School Term. On all other weekends throughout the year, beginning at [6 p.m./custom start time] on the {*No alternate 5<sup>th</sup> week*: first, third, and fifth [Thursday/Friday] of each month}{*Alternate 5<sup>th</sup> week*: first and third Friday of each month and on every other fifth [Thursday/Friday] (set out below)} and ending at [6 p.m. on Sunday/custom end time].}

{*Conservator does select one weekend per month*: (iii) Provided that [non-primary conservator(s)] give[s] [primary conservator] 14 days written or telephonic notice preceding a designated weekend, [non-primary conservator(s)] shall have the right to possession of the child not more than one weekend per month, of [non-primary conservator]'s choice, beginning at [6 p.m./custom start time] on Friday and ending at [6 p.m. on Sunday/custom end time].}}

*{If Conservators currently do not live over 100 miles apart:*

(iv) Alternate Weekend Option. In lieu of the alternating weekend possession schedule in the previous paragraphs, [non-primary conservator(s)] may elect to have possession of the child not more than one weekend per month of the [non-primary conservator(s)]'s choice beginning at 6 p.m. on the day school recesses for the weekend and ending at 6 p.m. on the day before school resumes after the weekend, provided that [non-primary conservator(s)] give[s] [primary

conservator] 14 days' written or telephonic notice preceding a designated weekend, and provided that [non-primary conservator(s)] elect[s] an option for this alternative period of possession by written notice given to [primary conservator] within 90 days after the parties begin to reside more than 100 miles apart. [non-primary conservator(s)] may not choose weekends under this alternate option that conflict with rights of possession granted to [primary conservator] in other parts of this Order.}

(b) Weekend Possession Extended by Holiday

(i) Friday Holidays. If a weekend period of possession coincides with a student holiday or teacher in-service day that falls on a Friday during the regular school term, as determined by the school in which the child is enrolled, the weekend possession shall begin at [6 p.m./the time the child's school is regularly dismissed/custom start time] on Thursday. When a federal, state, or local holiday falls on a Friday during the summer months in which school is not in session, the weekend possession shall begin at [6 p.m./custom start time] on Thursday.

(ii) Monday Holidays. If a weekend period of possession coincides with a student holiday or teacher in-service day that falls on a Monday during the regular school term, as determined by the school in which the child is enrolled, the weekend possession shall end at [6 p.m. on Monday/8 a.m. on Tuesday/the time the child's school resumes on Tuesday/custom end time]. When a federal, state, or local holiday falls on a Monday during the summer months in which school is not in

session, the weekend possession shall end at [6 p.m. on Monday/custom end time].

(c) Spring Vacation. [non-primary conservator(s)] shall have possession of the child every year beginning at [6 p.m. on the day school is dismissed/the time the child's school is dismissed/on the day the child's school is dismissed] for the school's spring vacation and ending at 6 p.m. on the day before school resumes after that vacation.

(d) Extended Periods of Summer Possession

(i) With Written Notice by April 1. If [non-primary conservator(s)] give[s] [primary conservator] written notice by April 1 of each year specifying an extended period or periods of summer possession, [non-primary conservator(s)] shall have possession of the child for 42 days beginning no earlier than the day after the child's school is dismissed for the summer vacation and ending no later than 7 days before school resumes at the end of the summer vacation, to be exercised in no more than two separate periods of at least 7 consecutive days each, with each period of possession beginning at [6 p.m./custom start time] and ending at [6 p.m./custom end time].

(ii) Without Written Notice by April 1. If [non-primary conservator] does not give [primary conservator] written notice by April 1 of each year specifying an extended period or periods of summer possession, [non-primary conservator] shall have possession of the child for 42 consecutive days in that year beginning at 6 p.m. on June 15 and ending at 6 p.m. on July 27.

Except as otherwise expressly provided in this Possession Order, it is expressly **ORDERED** that [primary conservator] shall have right to possession of the child[ren] as follows:

(a) Summer Weekend Possession by [primary conservator] —

If [primary conservator] gives [non-primary conservator(s)] written notice by April 15 of a year, [primary conservator] shall have possession of the child on any one weekend beginning at 6 p.m. on Friday and ending at 6 p.m. on the following Sunday during any one period of possession by [non-primary conservator(s)] during [non-primary conservator(s)]'s extended summer possession in that year, provided that if a period of possession by [non-primary conservator(s)] in that year exceeds 30 days, [primary conservator] may have possession of the child under the terms of this provision on any two nonconsecutive weekends during that period and provided that [primary conservator] picks up the child from [non-primary conservator(s)] and returns the child to that same place and that no weekend so designated interferes with Father's Day possession.

(b) Extended Summer Possession by [primary conservator] —

If [primary conservator] gives [non-primary conservator(s)] written notice by April 15 of a year, [primary conservator] may designate 21 days beginning no earlier than the day after the child's school is dismissed for the summer vacation and ending no later than seven days before school resumes at the end of the summer vacation in that year, to be exercised in no more than two separate periods of at least seven consecutive days each, during which [non-primary

conservator(s)] shall not have possession of the child, provided that the period or periods so designated do not interfere with [non-primary conservator(s)]'s period or periods of extended summer possession or with Father's Day possession. These periods of possession shall begin and end at 6 p.m. on each applicable day.

### **{Fifth Fridays**

There are usually four months every year in which there are five Fridays. [primary conservator] and [non-primary conservator(s)] will alternate the weekends that begin on the fifth Friday of the month, beginning with [primary conservator] having possession of the child the weekend beginning [date on which first fifth Friday possession will begin]. [non-primary conservator(s)] shall have the next fifth Friday and the parties will alternate each fifth weekend thereafter in this same order, unless otherwise agreed by the parties.}

### **Holiday Possession Periods***{If standard possession order and no split custody: Unaffected by Distance}*

The following specified holidays supersede any rights for conflicting weekend or weekday possession periods which may have been specified above [, except as otherwise provided for conservators who live 50 miles or less apart]:

(a) Christmas Vacation in Even-Numbered Years. [non-primary conservator(s)] shall have possession of the child in even-numbered years beginning at [6 p.m./the time the child's school is regularly dismissed/custom start time] on [the day the child's school is dismissed/custom start date] and ending at [12 p.m./custom end time] on [December 28/custom end date]. [primary conservator] shall have possession of the child in even-numbered years beginning at [12

p.m./custom end time] on [December 28/custom end date] and ending at 6 p.m. on the day before school resumes after Christmas.

(b) Christmas Vacation in Odd-Numbered Years. [primary conservator] shall have possession of the child in odd-numbered years beginning at [6 p.m./the time the child's school is regularly dismissed/custom start time] on [the day the child's school is dismissed/custom start date] and ending at [12 p.m./custom end time] on [December 28/custom end date]. [non-primary conservator(s)] shall have possession of the child in odd-numbered years beginning at [12 p.m./custom end time] on [December 28/custom end date] and ending at 6 p.m. on the day before school resumes after that vacation.

(c) Thanksgiving Vacation in Odd-Numbered Years. [non-primary conservator(s)] shall have possession of the child in odd-numbered years beginning at [6 p.m./the time the child's school is regularly dismissed/custom start time] on [the day the child's school is dismissed/custom start date] and ending at [6 p.m./custom end time] on [the Sunday following Thanksgiving/custom end date].

(d) Thanksgiving Vacation in Even-Numbered Years. [primary conservator] shall have possession of the child in even-numbered years beginning at [6 p.m./the time the child's school is regularly dismissed/custom start time] on [the day the child's school is dismissed/custom start date] and ending at [6 p.m./custom end time] on [the Sunday following Thanksgiving/custom end date].

{*Split Custody*: Spring Vacation. [primary conservator] shall have possession of the children in even-numbered years beginning at [6 p.m.

on the day the child's school is dismissed/the time the child's school is dismissed/custom time] for the school's spring vacation and ending at 6 p.m. on the day before school resumes after that vacation. [non-primary conservator(s)] shall have possession of the children in odd-numbered years beginning at [6 p.m. on the day the child's school is dismissed/the time the child's school is dismissed/custom time] for the school's spring vacation and ending at 6 p.m. on the day before school resumes after that vacation.}

(e) Child's Birthday. The conservator not otherwise entitled under this Order to present possession of a child on the child's birthday shall have possession of the child beginning at 6 p.m. and ending at 8 p.m. on that day, provided that the conservator picks up the child from the residence of the conservator entitled to possession and returns the child to that same place.

(f) Father's Day. [Name of conservator(s) exercising Father's Day possession] shall have possession of the child beginning at 6 p.m. on the Friday preceding Father's Day and ending at [6 p.m. on Father's Day/8 a.m. on the Monday after Father's Day/custom end time], provided that, if [Name of conservator(s) exercising Father's Day possession] [is/are] not otherwise entitled under this Order to present possession of the child, [Name of conservator(s) exercising Father's Day possession] pick[s] up the child from the residence of the conservator entitled to possession and return[s] the child to that same place. No extended summer or otherwise designated period of possession shall interfere with this Father's Day possession period.

(g) Mother's Day. [Name of conservator(s) exercising Mother's Day possession] shall have possession of the child beginning at [6 p.m./the time the child's school is regularly dismissed] on the Friday preceding Mother's Day and ending [6 p.m. on Mother's Day/Monday when the child's school resumes/custom end time], provided that, if [Name of conservator(s) exercising Mother's Day possession] [is/are] not otherwise entitled under this Order to present possession of the child, [Name of conservator exercising Mother's Day possession] pick[s] up the child from the residence of the conservator entitled to possession and return[s] the child to that same place.

### **{Possession During Jewish Holidays**

The Court finds that the parties have agreed that it is in the best interest of the child that the following periods of possession be designated for certain Jewish holidays. **IT IS THEREFORE ORDERED** that the following rights to possession of the child shall supersede any conflicting possession periods defined elsewhere in this Order.

*{select from the following:*

(a) Rosh Hashanah: [Detailed description of possession times]

(b) Yom Kippur: [Detailed description of possession times]

(c) Sukkot: [Detailed description of possession times]

(d) Shemeni Atzeret: [Detailed description of possession times]

(e) Simchat Torah: [Detailed description of possession times]

(f) Passover: [Detailed description of possession times]

- (g) Shavuot: [Detailed description of possession times]
- (h) Hanukkah: [Detailed description of possession times]
- (i) Chamisha Assar B'Shvat or T'u B'Shvat: [Detailed description of possession times]
- (j) Purim: [Detailed description of possession times]}

### **{Possession During Christian Holidays**

The Court finds that the parties have agreed that it is in the best interest of the child that the following periods of possession be designated for certain Christian holidays. **IT IS THEREFORE ORDERED** that the following rights to possession of the child shall supersede any conflicting possession periods defined elsewhere in this Order.

*{select from the following:*

- (a) Christmas Eve: [Detailed description of possession times]
- (b) Ash Wednesday: [Detailed description of possession times]
- (c) Palm Sunday: [Detailed description of possession times]
- (d) Good Friday: [Detailed description of possession times]
- (e) Easter: [Detailed description of possession times]
- (f) All Saints Day: [Detailed description of possession times]}

### **{Possession During Muslim Holidays**

The Court finds that the parties have agreed that it is in the best interest of the child that the following periods of possession be designated for certain Muslim holidays. **IT IS THEREFORE ORDERED** that the following rights to possession of the

child shall supersede any conflicting possession periods defined elsewhere in this Order.

*{select from the following:*

- (a) Eid al-Fitr: [Detailed description of possession times]
- (b) Eid al-Adha: [Detailed description of possession times]}

### **{Possession During Additional Holidays**

In addition to all other provisions for possession provided in this Order, the following periods of possession are **ORDERED**.

*{select from the following:*

- (a) Conservator's Birthday: [Detailed description of possession times]
- (b) Battle of Flowers: [Detailed description of possession times]
- (c) Memorial Day: [Detailed description of possession times]
- (d) Juneteenth: [Detailed description of possession times]
- (e) Independence Day: [Detailed description of possession times]
- (f) Labor Day: [Detailed description of possession times]
- (g) Halloween: [Detailed description of possession times]
- (h) New Year's Eve: [Detailed description of possession times]}

### **Periods Not Designated**

**IT IS ORDERED** that [primary conservator] shall have the right to possession of the child at all times that are not specifically designated as periods of possession for [non-primary conservator] in this Order.

## General Terms and Conditions

Except as otherwise expressly provided in this Order, the following general terms and conditions of possession of a child apply without regard to the distance between the residence of a conservator and the child:

*{No split custody: (a) Surrender of Child by [primary conservator].* [primary conservator] shall surrender the child to [non-primary conservator] at the beginning of each period of [non-primary conservator(s)]'s possession at the residence of [primary conservator]. If [non-primary conservator(s)]'s period of possession begins at the time the child's school is regularly dismissed, [primary conservator] shall surrender the child to [non-primary conservator(s)] at the beginning of each period of possession at the school in which the child is enrolled, [non-primary conservator(s)] will pick up the child at the child's school upon school dismissal.

(b) Surrender of Child by [non-primary conservator(s)]. At the end of each period of [non-primary conservator(s)]'s possession, [non-primary conservator(s)] shall *{Surrender the child at the end of possession: surrender the child to [primary conservator] at the residence of [non-primary conservator(s)]}* *{Return the child at the end of possession: return the child to the residence of [primary conservator].* Notwithstanding the previous sentence, [non-primary conservator(s)] shall surrender the child to [primary conservator] at [non-primary conservator(s)]'s residence if (1) the parties reside in the same county on the date a final Decree is entered in this matter and (2) [non-primary conservator(s)]'s county of residence remains the same after the rendition of the final Decree in this matter, and (3) [primary conservator]'s county of residence changes. This change of procedure will be effective on the date of the change of residence by [primary conservator]}. If [non-primary conservator(s)]'s period of possession ends at the time the child's school resumes, [non-primary conservator(s)] will surrender the child to [primary conservator] at the end of each period of possession at the school in which the child is enrolled.}

*{Split custody:}* (a) Surrender of [children with first conservator] by [first conservator]. [first conservator] shall surrender [children with first conservator] to [second conservator] at the beginning of each period of [second conservator]'s possession at the residence of [first conservator]. If [second conservator]'s period of possession begins at the time the child[ren]'s school is regularly dismissed, [first conservator] shall surrender the child[ren] to [second conservator] at the beginning of each period of possession at the school in which the child[ren] [is/are] enrolled, [second conservator] will pick up the child[ren] at the child[ren]'s school upon school dismissal.

(b) Surrender of [children with first conservator] by [second conservator]. At the end of each period of [second conservator]'s possession, [second conservator] shall {Surrender the child at the end of possession: surrender the child[ren] to [first conservator] at the residence of [second conservator]} {Return the child at the end of possession: return the child[ren] to the residence of [first conservator]}. Notwithstanding the previous sentence, [second conservator] shall surrender the child[ren] to [first conservator] at [second conservator]'s residence if (1) the parties reside in the same county on the date a final Decree is entered in this matter and (2) [second conservator]'s county of residence remains the same after the rendition of the final Decree in this matter, and (3) [first conservator]'s county of residence changes. This change of procedure will be effective on the date of the change of residence by [first conservator]}. If [second conservator]'s period of possession ends at the time the child[ren]'s school resumes, [second conservator] shall surrender the child[ren] to [first conservator] at the end of each period of possession at the school in which the child[ren] [is/are] enrolled.

(c) Surrender of [children with second conservator] by [second conservator]. [second conservator] shall surrender [children with second conservator] to [first conservator] at the beginning of each period of [first conservator]'s possession at the residence of [first conservator]. If [first conservator]'s possession begins at the time the child[ren]'s school is regularly dismissed, [second conservator] shall surrender the child[ren] to [first conservator] at the school in which the child[ren] [is/are] enrolled

and [first conservator] shall pick up the child[ren] at the [child/child] 's school upon school dismissal.

(d) Surrender of [children with second conservator] by [first conservator]. At the end of each period of [first conservator] 's possession, [first conservator] shall {Surrender child at end of possession: surrender [children with second conservator] to [second conservator] at the residence of [first conservator].}{Return child at end of possession: return [children with second conservator] to the residence of [second conservator]. Notwithstanding the previous sentence, [first conservator] shall surrender the child[ren] to [second conservator] at [first conservator] 's residence if (1) the parties reside in the same county on the date a final Decree is entered in this matter and (2) [first conservator]'s county of residence remains the same after the rendition of the final Decree in this matter and (3) [second conservator]'s county of residence changes. This change of procedure will be effective on the date of the change of residence by [second conservator]} If [first conservator]'s period of possession ends at the time the child[ren] 's school resumes, [first conservator] shall surrender the child[ren] to [second conservator] at the school in which the child[ren] [is/are] enrolled.}

(c/e) Personal Effects. Each conservator shall return with the child the personal effects that the child brought at the beginning of the period of possession.

(d/f) Designation of Competent Adult. Either conservator may designate a competent adult to pick up and return the child, as applicable. A conservator or a designated competent adult shall be present when the child is picked up or returned.

(e/g) Inability to Exercise Possession. A conservator shall give notice to the person in possession of the child on each occasion that the conservator will be unable to exercise that conservator's right of possession for a specified period.

(f/h) Written Notice. Written notice, including notice provided by electronic mail or facsimile, shall be deemed to have been timely made if received or, if applicable, postmarked before or at the time that notice is due.

(g/i) Notice to School and Conservator Not in Possession. If a conservator's time of possession of a child ends at the time school resumes and for any reason the child is not or will not be returned to school, the conservator in possession of the child shall immediately notify the school and the other conservator that the child will not be or has not been returned to school.}

### **{Disagreement or Confusion Over Possession Schedule**

The parties agree that, except in an emergency, before filing any suit for modification, clarification, or enforcement of the terms and conditions of possession of the child, the parties shall mediate the controversy in good faith. The parties agree that any party wishing to modify, clarify, or enforce this possession order shall give written notice to the other party of the desire to take the controversy to a mediator. If, within five days after receipt of the written notice, the parties cannot agree on a mediator or the other party does not agree to attend or fails to attend a scheduled mediation, the party desiring modification, clarification, or enforcement shall be released from the obligation to mediate the controversy.}}

### *{If variance but not an Agreed Decree: **Variance from Standard Possession Order***

The Court finds that a variance from the Standard Possession Order is necessary based on the following reasons: [Findings that support the variance from the Standard Possession Order]}

### *{Variance in Agreed Decree: **Variance from Standard Possession Order***

The Court finds that the parties have agreed to an order for periods of possession of the child[ren] of this suit that varies from the Standard Possession Order.}

### **{Possession of Child Under the Age of Three**

The Court finds that until [Names of children under 3] reach[es] the age of three, the following Possession Order is in the best interest of [Names of children under 3]. The Court further finds that, in determining the applicable possession of and access to the child[ren] under three years of age, [which the parties have agreed to,] the factors enumerated in Section 153.254 of the Texas Family Code were considered by the Court [and the parties].

**IT IS ORDERED** that when [Names of children under 3] reach[es] three years of age, the Standard Possession Order shall be applicable for possession of and access of [Names of children under 3]. **IT IS ORDERED** that until [Names of children under 3]'s third birthday, that [the non-primary conservator/the possessory conservator/name of second conservator] shall have rights to possession and access to [Names of children under 3] as follows: [Custom instructions for visitation with children under 3]

*{Suggested language for under age 3: (a) Custodial location shall mean [location].*

(b) Parents residing less than 100 miles apart:

(i) 0-6 months – Possession shall occur at the Custodial Location. Possession shall be from 6 p.m. to 7 p.m. on each Tuesday and Thursday evening and from 10 a.m. to 12 noon on each Saturday.

(ii) 6 months-18 months – Possession may occur outside the Custodial Location at [the non-primary conservator/the possessory conservator/name of second conservator]'s option. [The primary conservator/The sole managing conservator/Conservator with primary weekday conservatorship] shall provide an infant car seat and any breast milk or formula which the child[ren] may need during the visit. Possession shall be from 6 p.m. to 8 p.m. one evening per week (to be designated by [the non-primary or possessory conservator]) and on the 1st, 3rd, and 5th Saturdays of each month from 10 a.m. until 2 p.m.

(iii) 18 months-3 years – Possession shall be 1st, 3rd, and 5th weekends from 9 a.m. until 6 p.m. on Saturday and Sunday and further on December 25th and 26th, Thanksgiving Day, January 1st, Easter Sunday and 4th of July, [Father’s/Mother’s] Day, and [the/each] child’s birthday from 1 p.m. to 6 p.m. [Upon reaching the age of two, [the/each] child shall begin overnight possession on a standard schedule.]

(c) Parents residing more than 100 miles apart:

At the option of [the non-primary or possessory conservator], possession may follow the same schedule as those for less than 100 miles, otherwise:

(i) 0-6 months – Possession shall occur at the Custodial Location. Possession shall occur between the hours of 9 a.m. and 6 p.m. on any Saturday and Sunday [the non-primary or possessory conservator] shall be in town.

(ii) 6 months-18 months – Possession shall occur as set forth above, however, [the non-primary or possessory conservator] may take the child from the Custodial Location for two periods during each day not to exceed two hours each.

(iii) 18 months-3 years – Possession shall occur on any designated weekend (no more than 2 weekends per month to be designated by [the non-primary or possessory conservator] giving [the primary conservator/the sole managing conservator/conservator with primary weekday conservatorship] at least 14 days notice) between the hours of 9 a.m. until 6 p.m. on Saturday and Sunday. [the non-primary or possessory conservator] shall also have possession of the child[ren] from 1p.m. to 6 p.m. on December 25th and 26th and from 9 a.m. to 6 p.m. on Thanksgiving Day, 4th of July, [Father’s/Mother’s] Day, and [the/each] child’s birthday.}

### **{Means of Travel and Long-Distance Access and Visitation**

The Court finds [and the parties have agreed] that, as long as the child[ren] [is/are] under the age of [age when travel provisions no longer apply], these Orders are in the best interest of the child[ren] and apply to all long-distance travel and possession periods of the child[ren].

**IT IS ORDERED** that [primary conservator] and [non-primary conservator] [have agreed to these Orders and] shall each comply with the following travel-related orders affecting the child[ren].

*{Minimum age for child traveling alone: **IT IS ORDERED** [and the parties have agreed] that until the child[ren] [reach/reaches] [minimum age for unaccompanied travel] years of age, the child[ren] shall not travel alone between the conservators' respective residences.}*

*{Adult traveling with child: {Competent adult designated to travel with child: **IT IS ORDERED** [and the parties have agreed] that either parent may designate a competent adult, who is known to the child[ren], to accompany the child[ren] when traveling between the conservators' respective residences.}*

*{Non-primary conservator to travel with child: **IT IS ORDERED** [and the parties have agreed] that [the non-primary or possessory conservator] shall accompany the child[ren] when traveling between the conservators' respective residences, at both the beginning and at the end of [the non-primary or possessory conservator] 's possession periods.}}*

*{Travel expenses: {Travel expenses split 50/50: **IT IS ORDERED** [and the parties have agreed] that [Name of Petitioner] and [Name of Respondent] shall each pay one-half of all travel expenses, including air fares, bag and escort fees, and any other travel expense related to the child[ren]'s travel between the conservators' respective residences.}*

*{Travel expenses paid by non-primary conservator: **IT IS ORDERED** [and the parties have agreed] that [the non-primary or possessory conservator] shall pay all expenses, including air fares, bag and escort fees, or any other travel expense related to the child[ren]'s travel for each period of possession of the child[ren] by*

[the non-primary or possessory conservator] from the time [the non-primary or possessory conservator] takes possession of the child[ren] from [Name/ the sole managing conservator] to the time [the non-primary or possessory conservator] surrenders possession of the child[ren] to [Name/ the sole managing conservator].}}

**IT IS ORDERED** [and the parties have agreed] that when the parties agree that the child[ren] may travel, either one-way or round-trip, as an unaccompanied passenger on a commercial flight when traveling between the conservators' respective residences, that [the non-primary or possessory conservator] shall make all necessary arrangements for the child[ren], including confirmed reservations and payment, on regularly scheduled, "non-equipment change" flights by a major commercial passenger airline.

**IT IS ORDERED** [and the parties have agreed] that any airline reservations made for the child[ren] shall: depart from, and return to, as applicable, the commercial airport nearest to [each party/name of primary conservator]'s residence, and whenever possible, offer the best combination of shortest overall travel time and fewest stops.

**IT IS ORDERED** [and the parties have agreed] that the party making airline travel arrangements shall provide all of the child[ren]'s travel information to the other party in writing at least [number of days] days prior to the scheduled departure date for each flight.

**IT IS ORDERED** that the travel information shall include the airport name, the airline, flight number, departure date and time and arrival date and time for each flight along with any special instructions from the airline for a child traveling alone.

*{Child not traveling with adult: IT IS ORDERED [and the parties have agreed] that [Name/ the sole managing conservator] shall surrender possession of the child[ren] to an authorized flight attendant, employed by the designated airline, and who also will be flying on the child[ren]'s scheduled flight.}*

**IT IS ORDERED** [and the parties have agreed] that [the non-primary or possessory conservator] shall take possession of the child[ren] at the airport where the child[ren]'s flight is scheduled to arrive, at the gate the designated airline assigns for that flight's arrival and disembarkation.

**IT IS ORDERED** [and the parties have agreed] that if, while in the possession of a conservator or other designated competent adult, the child[ren] [is/are] not able to depart on a scheduled flight, or if that scheduled flight is unreasonably delayed or canceled, that the conservator or other designated competent adult shall notify the other conservator immediately. **IT IS ORDERED** that if the child[ren] [miss/misses] a scheduled flight while in a conservator's or other designated competent adult's possession, that the conservator shall schedule an alternate "non-equipment change" flight and pay any expense related to the missed flight, including ticket modification or re-ticketing fees or charges, and any fare differential, and notify the other conservator of the date and time of the alternate flight as soon as the alternate flight is confirmed.

**IT IS ORDERED** [and the parties have agreed] that, in compliance with these orders, the conservator making travel arrangements shall purchase the airline [ticket/tickets] in advance, including escort fees and bag fees, for the child[ren]'s travel to and from, or to, or from, the child[ren]'s primary residence.

**IT IS ORDERED** [and the parties have agreed] that, in compliance with these orders, the conservator who purchases airline tickets shall arrange with the airline

and the other conservator for delivery of the airline tickets and any associated receipts for fees to the other conservator prior to the child[ren]'s travel, as necessary. **IT IS ORDERED** [and the parties have agreed] that, in compliance with these orders, the applicable conservator shall reimburse the other conservator for travel expenses for the child[ren] in the event of circumstances beyond the conservator's control while in possession of the child[ren].

*{Custom travel provisions: IT IS ORDERED that [Customized travel provisions]}*

### **{International Travel**

The Court finds [and the parties agree] that the following terms and conditions regarding the means of international travel and possession of the child[ren] are in the child[ren]'s best interest. **IT IS ORDERED** that the parties shall each comply with the following terms and conditions relating to international travel, as follows:

*{Parties who may travel internationally: (a) A child may travel with [either] [parties who may travel with child outside the US] beyond the territorial limits of the United States.}*

*{Passport surrender: (b) [Party in possession of the child's passport], the person in possession of the child's passport, shall deliver the child's passport to the person permitted to travel with the child outside of the United States.}*

*{Written authorization for travel: (c) Upon 10 days after receiving a written request from [Name/ the sole managing conservator], [the non-primary or possessory conservator] shall provide all necessary written authorizations for the child to travel outside of the United States. Upon 10*

days after receiving a written request from [the non-primary or possessory conservator], [Name/ the sole managing conservator] shall provide all necessary written authorizations for the child to travel outside of the United States.}

*{Specific provisions: (d) [Specific details regarding international travel]}*

### **{Terms for Possession During [Name]’s Military Duty**

[Provisions for possession during conservator’s military duty]}

### **{Electronic Communication**

The Court finds that access between the child[ren] and a conservator through electronic communication, including the use of a telephone, electronic mail (email), instant messaging, text messaging, video conferencing or webcam, voice transmission or other similar tool, and whether facilitated by the use of any wired or wireless technology, via the Internet, or any other electronic media, including telephone or cell phone, is in the best interest of the child[ren].

*{History of family violence: The Court finds that [Name of Person with history of abuse] and [Name of person with no history of abuse] agree that [Name of Person with history of abuse] shall have supervised electronic communication with [names of children], despite the Court’s finding of [family violence/family violence and] {Supervised visitation: the necessity for supervised visitation between [Name of Person with history of abuse] and the child[ren].}*

**IT IS THEREFORE ORDERED** that supervised electronic communication between [Name of Person with history of abuse] and the child[ren] shall occur in accord with the applicable [family violence/family violence and] *{Supervised visitation: supervised visitation}* restrictions imposed on [Name of Person with

history of abuse] in this Decree or any active Protective Order, Restraining Order, or Injunction, and in accord with the parties agreement that:

*{Statutory terms for electronic communication: [PERSON WITH HISTORY OF ABUSE] SHALL BE PERMITTED TO COMMUNICATE ELECTRONICALLY WITH THE child[ren] ON [DAYS OF THE WEEK] BETWEEN [TIME PERIOD], WITH THE CLOSE SUPERVISION OF [PERSON WITH HISTORY OF ABUSE] DURING ELECTRONIC COMMUNICATION. [PERSON WITH HISTORY OF ABUSE] SHALL PROVIDE THE child[ren]'S ELECTRONIC ADDRESS INFORMATION TO [PERSON WITH HISTORY OF ABUSE] AND SHALL PROVIDE UPDATED INFORMATION WITHIN A REASONABLE TIME TO [PERSON WITH HISTORY OF ABUSE] AFTER A CHANGE IN ELECTRONIC ADDRESS INFORMATION.}*

*{Specific terms for electronic communication: [Specific terms for electronic communications]}*

*{No history of family violence: IT IS ORDERED* that [Name of Petitioner] and [Name of Respondent], during periods when each is not the conservator in possession of the child[ren], shall each have reasonable periods of electronic communication with the child[ren] for a reasonable duration to supplement the conservator's periods of possession of the child. The electronic communication between the conservator who is not in possession of the child[ren] shall not unduly disrupt a scheduled activity for which that conservator has received prior notice.

*{Specific terms for electronic communication: IT IS ORDERED* that the electronic communication shall be subject to the following terms: [Details of electronic communication between conservator and child]}

**IT IS ORDERED** that the availability of electronic communication is not intended as a substitute for physical possession of or access to the child[ren] where otherwise appropriate.

**IT IS ORDERED** that [Name of Petitioner] and [Name of Respondent] shall provide the other conservator with the email address, or other electronic communication identification, necessary to have electronic communication access to the child[ren].

**IT IS ORDERED** that [Name of Petitioner] and [Name of Respondent] shall provide notice to the other conservator of any change in email address, or other electronic communication identification, used in electronic communication with the child[ren] not later than 24 hours after the date of the change takes effect.

**IT IS ORDERED** that [Name of Petitioner] and [Name of Respondent] shall provide electronic communication access between the other conservator and the child[ren] with all the rights to privacy, respect, and dignity similarly required for all other forms of access.}}

**{Right of First Refusal**

In the event a conservator is required to be away from the child[ren] for more than [period of time] during a period in which the child[ren] [is/are] in that conservator's care, the absent conservator shall notify the other conservator, and during the time period of the conservator's absence, the other conservator will have the right to care for the child[ren]. *{Exception to right of first refusal: This right of first refusal is not required to be offered if the child[ren]'s care is being provided during the specified time by [Name of person or facility providing care for the child]. }}}*

## **{Security Bond for Possession**

**IT IS ORDERED** that [non-primary conservator] shall execute a bond or deposit security in the amount of \$[amount of bond] with the Clerk of this Court before removing the child[ren] from the jurisdiction of this Court.}

## **Child Support**

*{Child support order not included: **No Child Support Ordered***

**IT IS ORDERED AND DECREED** that neither party will owe child support to the other party. [Explanation for no child support]}

*{Child support order is included: **Child Support Finding***

The Court finds that [name of obligor[s]] [is/are] responsible for the financial support of [names of children], and that the order of child support is in the child[ren]'s best interest.

*{subtitle for split custody: **Child Support Obligation of [child support obligor]***

*{If findings are required or requested: **Child Support Guidelines***

In rendering its order for the child support obligation of [obligor] in this cause, the Court makes the following findings pursuant to Section 154.130 of the Texas Family Code:

- (a) The net resources of [obligor] per month are \$[amount].
- (b) The net resources of [Obligee] per month are \$[amount].
- (c) The percentage applied to [the first \$9,200.00 of] [obligor]'s net resources for child support is [percentage]%.  
*{Child support complies with guidelines: (d) The amount of child support ordered by the Court complies with the percentage guidelines.}*

*{Reason amount varies from guidelines: (e) The application of the guidelines would be unjust or inappropriate. The specific reasons that the amount of child support per month ordered by the Court varies from the amount computed by applying the percentage guidelines under Section [154.129/154.125] of the Texas Family Code are [reasons child support amount varies from guidelines]}}*

*{Minor disabled child: **Disabled Child***

The court finds that [name of disabled child] is a child who requires substantial care and personal supervision because of a mental or physical disability and will not be capable of self-support and that child support payments for [name of disabled child] should be continued for an indefinite period. **IT IS ORDERED** that [obligor] shall continue support payments for [name of disabled child] until otherwise ordered by the Court or until [name of disabled child] dies, whichever occurs earlier.}

*{Adult disabled child: **Disabled Adult Child***

The Court finds that [name of disabled child] is an adult child of the parties' marriage and that [name of disabled child] requires substantial care and personal supervision because of a mental or physical disability and will not be capable of self-support, and that the disability existed, or the cause of the disability was known to exist, on or before the 18th birthday of [name of disabled child]. The Court further finds that child support payments for [name of disabled child] should be continued for an indefinite period. **IT IS ORDERED** that [obligor] shall continue support payments for [name of disabled child] until otherwise ordered by the Court or until [name of disabled child] dies, whichever occurs earlier. *{support to be paid to a special needs trust: The Court finds that a special needs trust is appropriate and that the child support payments for [name of disabled child] are to be paid directly*

to the trust for the benefit of [name of disabled child]. **IT IS ORDERED** that, of the amount ordered for child support above, [obligor] shall pay \$[monthly amount for special needs trust] directly to [name of special needs trust], [address of special needs trust] for the benefit of [name of disabled child].}}

### **Duration and Amount**

**IT IS ORDERED** that [obligor] shall pay child support totaling *{bi-weekly: an average of}* \$[amount of monthly child support] per month to [child support obligee] for support of [the child/the children/list of children]. **SIT IS ORDERED** that [obligor] shall pay *{monthly: \$[amount] on the [day of the month the child support payments are due] day of each month}* *{semi-monthly: in two installments of \$[amount of semi-monthly child support] each on the [day of month first installment of semi-monthly payment] and [day of month second installment of semi-monthly payment] days of each month}* *{weekly: in weekly payments of \$[amount of weekly child support] each on [day of the week for weekly payment] of each week}* *{bi-weekly: in bi-weekly payments of \$[amount of bi-weekly child support] each every other [day of the week for weekly payment]}*. **IT IS ORDERED** that [obligor] shall make the first such payment on [date first child support payment is due], and a like payment *{monthly: on the [day of the month the child support payments are due] day of each month}* *{semi-monthly: in two installments on the [day of month first installment of semi-monthly payment] and [day of month second installment of semi-monthly payment] days of each month}* *{weekly: on [day of the week for weekly payment] of each week}* *{bi-weekly: every other week}* thereafter until *{if only supported child is disabled: otherwise ordered by the Court or until [disabled child] dies, whichever occurs earlier.}* *{if child support step downs: until the first month following the date of the earliest occurrence of one of the following events:*

(a) [Child's name/A child/The child] [except [name of disabled child]] reaches 18 years of age or graduates from high school, whichever occurs later. The child support obligation will not, however, be terminated for that child so long as the child remains enrolled:

(i) under Chapter 25 of the Texas Education Code, in an accredited secondary school program leading toward a high school diploma and complying with the minimum attendance requirements of Subchapter C, Chapter 25 of the Texas Education Code;

(ii) under Section 130.008 of the Texas Education Code, in courses for joint high school and junior college credit and complying with the minimum attendance requirements of Subchapter C, Chapter 25 of the Texas Education Code; or

(iii) on a full-time basis in a private secondary school in a program leading toward a high school diploma and complying with the minimum attendance requirements imposed by that school;

(b) [Child's name/A child/The child] marries;

(c) [Child's name/A child/The child] dies;

(d) [Child's name/A child/The child] enlists in the armed forces of the United States and begins active service as defined by Section 101 of the United States Code; or

(e) [Child's name/A child/The child] [except [name of disabled child]] has the disabilities of minority removed by Court order, or other operation of law.

*{loop on each stepdown:* On the [ordinal] occurrence of one of the above events, **IT IS ORDERED** that the [average monthly] child support obligation of [child support obligor] shall [decrease to \$[amount]/terminate]. *{decrease: IT IS ORDERED* that [obligor] shall make payment *{monthly:* of \$[amount] on the [day of the month the child support payments are due] day of each month.*}{semi-monthly:* in two installments of \$[amount of semi-monthly payment] each on the [day of month first installment of semi-monthly payment] and [day of month second installment of semi-monthly payment] days of each month.*}{weekly:* in weekly payments of \$[amount of weekly payment] each on [day of the week for weekly payment] of each week.*}{bi-weekly:* every other week in payments of \$[amount of bi-weekly payment] each.*}}*

### **{Suspension of Income Withholding**

The Court finds that [good cause exists so/the parties have agreed] that no order withholding income should issue or be delivered to any employer of [child support obligor] unless the Office of the Attorney General Child Support Division is providing services to [child support obligee], or until [child support obligor] has been in arrears for an amount due for more than 30 days, the amount of the arrearages equals or is greater than the amount due for a one-month period, or any other violation of the child support order has occurred.

In the event that the Office of the Attorney General Child Support Division begins providing services to [child support obligee], or if [child support obligor] has been in arrears for an amount due for more than 30 days, the amount of the arrearages equals or is greater than the amount due for a one-month period, or any other violation of the child support order has occurred, **IT IS ORDERED** that all

payments of child support shall be made pursuant to the Orders for Withholding of Child Support stated below.}

### **Withholding for Child Support**

As used in this Order for Withholding for Child Support, the following words have these meanings:

(a) "Earnings" means payments to or due [child support obligor], regardless of source and how denominated. The term includes: periodic or lump-sum payments for wages, salary, compensation received as an independent contractor, overtime pay, severance pay, commission, bonus, and interest income; as well as periodic or lump-sum payments made under a pension, an annuity, workers' compensation, and a disability or retirement program; unemployment benefits; compensation from a transportation network company as defined by Section 2402.001, Occupations Code; and compensation from a person that operates a technology platform used to make deliveries to customers.

(b) "Disposable earnings" means that part of the earnings of [child support obligor] remaining after the deduction from those earnings of any amounts required by law to be withheld for union dues, nondiscretionary retirement contributions, and medical, hospitalization, and disability insurance coverage for [child support obligor] and [child support obligor]'s child[ren].

### **Orders for Withholding for Child Support**

**IT IS ORDERED** that any employer of [child support obligor] shall withhold for child support from [child support obligor]'s disposable earnings.

**IT IS ORDERED** that a credit against [child support obligor]'s child support obligation is created equal to all amounts withheld by the employer and paid in compliance with this Court's Order.

**IT IS ORDERED** that [child support obligor]'s child support obligation is discharged by payment of the full amount of child support ordered to be paid under this Decree by means of withholding from [child support obligor]'s earnings.

**IT IS ORDERED** that if the amount withheld from [child support obligor]'s earnings and credited against the child support obligations is less than 100 percent of the amount ordered to be paid under this Decree, the resulting balance constitutes a continuing obligation of [child support obligor], which [child support obligor] is **ORDERED** to pay directly to the state disbursement unit as described in this Decree.

**IT IS ORDERED** that the employer shall remit payments of child support [, medical support, and dental support] to the state disbursement unit and the state disbursement unit should promptly remit the payments *{regular child support: to [child support obligee] for the support of [names of children]} {support to be paid to a special needs trust: [and] to the special needs trust for the support of [name of disabled child]}*.

**IT IS ORDERED** that if [child support obligor]'s employer's address changes, or if [child support obligor]'s employment terminates, [child support obligor] shall notify this Court and [child support obligee] of either event, by U.S. certified mail, return receipt requested, within 7 days after the occurrence of the event. Contained in the above notice, or as soon as new information becomes available, [child support obligor] **IS FURTHER ORDERED** to provide this Court and [child support

obligee], as applicable, with [child support obligor]'s current address, and the name and address of [child support obligor]'s current employer.

The court clerk will send a certified copy of the Income Withholding for Support to the employer upon request from a prosecuting attorney, Title IV-D agency, friend of the court, domestic relations office, party to this suit, or an attorney representing a party to this suit.

### **Child Support Payment Instructions**

*{Payments remitted to State Disbursement Unit: {one obligor: **IT IS ORDERED*** that all child support [medical support/dental support] payments shall be made through the Texas Child Support Disbursement Unit, P.O. Box 659791, San Antonio, TX 78265-9791. Payments will then be promptly remitted to [Name of obligor] for the support of the child[ren].

Payments shall be made payable to the Office of the Attorney General and include the 10-digit Office of the Attorney General case number (if available), this suit's cause number, [Name of obligor]'s name as the noncustodial parent (NCP), and [Name of obligee]'s name as the custodial parent (CP).} *{two obligors: **IT IS ORDERED*** that all child support [medical support/dental support] payments made by [Name of first obligor] shall be made through the Texas Child Support Disbursement Unit, P.O. Box 659791, San Antonio, TX 78265-9791. Payments will then be promptly remitted to [Name of first obligee] for the support of [Name of child(ren) with first conservator].

Payments by [Name of first obligor] shall be made payable to the Office of the Attorney General and include the 10-digit Office of the Attorney General case number (if available), this suit's cause number, [Name of first obligor]'s name as the

noncustodial parent (NCP), and [Name of first obligee]'s name as the custodial parent (CP).

[Language repeated for second obligor]}

**IT IS FURTHER ORDERED** that each party shall pay all fees charged against that party by the State Disbursement Unit and any other agency authorized by statute to charge a fee.

Payment options and specific remittance information for each type of payment method can be found on the Attorney General of Texas' website. (The following link is the current valid address to obtain such information and is provided for informational purposes only:

<https://www.texasattorneygeneral.gov/cs/payment-options-and-types.>)} *{Payments not remitted to State Disbursement Unit: **IT IS ORDERED** that [specific payment instructions]}*

*No Offset*

**IT IS ORDERED** that any expense incurred by [either party/second conservator] during periods of possession of, or access to, the child[ren], or any payment made by [either party/second conservator] for the food, clothing, shelter, travel, entertainment, gifts, or other expense items of the child[ren] are considered to be in addition to, and not in lieu of the child support obligation.

*{optional: **Life Insurance***

**IT IS ORDERED** that [non-primary conservator] shall maintain a life insurance policy on [non-primary conservator]'s life in an amount of at least \$[amount of life insurance] for as long as [non-primary conservator] has a duty to pay child support for any child subject to this Order. Such policy shall be payable to [primary

conservator] for the benefit of the child[ren]. Within 30 days after the date this Order is entered, and on each subsequent anniversary of its entry, [non-primary conservator] shall provide to [primary conservator] written verification from the insurer of active insurance coverage as required by this Court. Upon the death of [non-primary conservator], if it occurs prior to termination of the child support obligations under for the child[ren], the life insurance proceeds shall be applied first to any delinquent support obligation and then to the acceleration of the entire remaining unpaid balance of the child support obligation, to be determined under Section 154.015(c) of the Texas Family Code. If any portion of the accelerated child support obligation remains unpaid after application of the life insurance proceeds, payment of the unpaid balance becomes the obligation of [non-primary conservator]'s estate. Any life insurance proceeds remaining after full satisfaction of [non-primary conservator]'s accelerated child support obligation shall be paid by [primary conservator] to [non-primary conservator]'s estate or, if applicable, to a party previously designated by [non-primary conservator] in writing.}}

*{Day care provision: **Day-Care***

The Court finds that the parties have agreed and **IT IS THEREFORE ORDERED** as follows: The child[ren] shall be allowed to attend a day-care facility on days when the conservator entitled to possession of the child[ren] is required to work. In addition to any other child support ordered, [primary conservator] shall pay [percentage amount to be paid by obligor] percent and [non-primary conservator] shall pay [percentage amount to be paid by obligee] percent of such day-care expenses for the child[ren].}

*{Private school provision: **Private School***

The Court finds that the parties have agreed and **IT IS THEREFORE ORDERED** as follows: The child[ren] shall be allowed to attend a private school. Each party shall be consulted about preferences regarding the choice of private school for the child[ren] and neither party shall unreasonably withhold approval regarding the choice of private school.

[primary conservator] shall pay [percentage amount to be paid by obligor] percent and [non-primary conservator] shall pay [percentage amount to be paid by obligee] percent of expenses for the child[ren], including but not limited to any of the following:

- (a) tuition;
- (b) books;
- (c) uniforms;
- (d) meal options;
- (e) required equipment and supplies;
- (f) lab fees;
- (g) application and registration fees;
- (h) testing fees;
- (i) extra-curricular activity fees and expenses;
- (j) room and board;}

*{Post secondary education provisions: **Post-Secondary Education***

The Court finds that the parties have agreed and **IT IS THEREFORE ORDERED** as follows: The parties shall provide for the child[ren]'s attendance at a post-secondary school, provided that the child is considered a full-time student for purposes of the applicable degree or diploma plan defined by the educational institution, and maintains a "C" or higher equivalent grade point average toward the completion of a college bachelor's degree, or a business, technical, or vocational diploma. The child subject to this Order must authorize the school to release to each party the current information on the performance and status of that child, including report cards and data relating to class enrollments and completion, course adds and drops, and financial information.

[primary conservator] shall pay [percentage amount to be paid by obligor] percent and [non-primary conservator] shall pay [percentage amount to be paid by obligee] percent of all reasonable and necessary expenses for the child[ren] including but not limited to any of the following:

- (a) application and registration fees;
- (b) tuition;
- (c) books;
- (d) uniforms;
- (e) room and board;
- (f) required equipment and supplies;
- (g) lab fees;
- (h) student or institution wide fees;

- (i) activity fees;
- (j) fraternity or sorority dues and expenses;}

*{Extracurricular activities provisions: **Extracurricular Activities***

The Court finds that the parties have agreed and **IT IS THEREFORE ORDERED** as follows: The parties shall provide for the child[ren]'s attendance or participation in the following activities:

- (a) tutoring;
- (b) private lessons for educational, musical or athletic endeavors;
- (c) summer camp;
- (d) school related field trips;

Each party shall be consulted about preferences regarding selection of specific activities, as well as the number and duration of activities, and will not unreasonably withhold approval regarding the other's choice of any activity.

[primary conservator] shall pay [percentage amount to be paid by obligor] percent and [non-primary conservator] shall pay [percentage amount to be paid by obligee] percent of all reasonable and necessary expenses for the child[ren] including but not limited to any of the following:

- (a) application and registration fees;
- (b) uniforms;
- (c) required equipment and supplies;
- (d) transportation;
- (e) lodging and board; and

(f) dues, tuition, and regular payments.}

*{Auto for child provision: **Automobile for Child's Use***

The Court finds that the parties have agreed and **IT IS THEREFORE ORDERED** as follows: The parties shall provide an automobile for the child[ren], together with required and appropriate insurance, provided such child has a valid driver's license. Unless the parties agree otherwise, the automobile shall be made available for the child within 45 days after that child has received a valid driver's license. Each party shall be consulted about preferences regarding the automobile, or type of automobile, to be provided for a child of the marriage. Neither party will unreasonably withhold approval regarding the choice of appropriate automobile. Unless otherwise agreed by the parties, [Name/ the sole managing conservator] shall have primary responsibility for ensuring that all legal requirements, permits, contracts and documentation relating to use of the provided automobile are satisfied, obtained, or otherwise secured.

[primary conservator] shall pay [percentage amount to be paid by obligor] percent and [non-primary conservator] shall pay [percentage amount to be paid by obligee] percent of all reasonable and necessary expenses for provision of the automobile for the child, including but not limited to any of the following:

- (a) vehicle registration;
- (b) personal property tax;
- (c) insurance;
- (d) inspections;
- (e) fuel;
- (f) maintenance;

(g) parts subject to normal wear, such as tires, wipers, oil, fluids and other items necessary for safe operation of the vehicle;}

*{Agreed child support expenses: **Agreed Child Expense Terms***

A party incurring expenses listed above for *{day care provision: day-care}; {private school provision: private school}{post-secondary education: post-secondary education}{extracurricular activities provision: extracurricular activities}{auto for child provision: automobile}* for a child ("Agreed Child Expenses") **IS ORDERED** to submit to the nonincurring party, within 30 days after the date the information is received, all information related to such Agreed Child Expenses, including forms, receipts, bills, statements, and explanations of costs. If the incurring party furnishes said forms, receipts, bills statements, and explanations of costs to the nonincurring party within 30 days after the incurring party receives them, the nonincurring party **IS ORDERED** to pay the nonincurring party's percentage of the Agreed Child Expenses either by directly paying the vendor or service provider or by directly paying the incurring party the nonincurring party's percentage of the Agreed Child Expenses within 30 days after the nonincurring party receives Agreed Child Expenses forms, receipts, bills, statements, and explanations of costs. If within 30 days after the incurring party receives Agreed Child Expenses forms, receipts, bills, statements, and explanations of costs, the incurring party fails to furnish to the nonincurring party the same, the nonincurring party **IS ORDERED** to pay the nonincurring party's percentage of the Agreed Child Expenses by directly paying the vendor or service provider or by directly paying the incurring party the nonincurring party's percentage of the Agreed Child Expenses within 120 days after the nonincurring party receives the Agreed Child Expenses forms, receipts, bills, statements, and explanations of costs.}

*{Child support order included: Bond to be posted: **Security for Compliance***

[non-primary conservator] shall execute a bond or post security payable through the registry of the Court in the amount of \$[amount of security], conditioned on compliance with the terms of this agreement for payment of child support.}

### **Obligation of the Estate**

All child support obligations provided in this Order shall not terminate on the obligor's death, but shall continue as an obligation of obligor's estate. Any payment received by an obligee for the benefit of the child[ren], including life insurance proceeds, annuity payments, trust or other fiduciary distributions, including retirement survivor benefits, and payments from the Social Security Administration, Department of Veteran Affairs, or other governmental agency, shall be a credit against the obligor's estate's child support obligation. Any unpaid balance of the child support obligation remaining after due application of all credits is an obligation of obligor's estate.}

### **Medical and Dental Support**

#### **Definitions**

As used in this Order:

(a) "Health insurance" means insurance coverage that provides basic health care services, including usual physician services, office visits, hospitalization, and laboratory, X-ray, and emergency services for a child, that may be provided through a health maintenance organization or other private or public organization, other than medical assistance under Chapter 32 of the Texas Human Resources Code. Moving forward, this Order will refer to these collective terms as "health insurance."

(b) "Reasonable cost" of health insurance means the cost of health insurance coverage for [a child/ all children for which the obligor is responsible under a medical support order] that does not exceed 9 percent of the obligor's annual resources, as "annual resources" is defined by Section 154.062(b) of the Texas Family Code.

(c) "Dental insurance" means insurance coverage that provides preventative dental care and other dental services, including usual dentist services, office visits, examinations, X-rays, and emergency services, that may be provided through a single service health maintenance organization or other private or public organization.

(d) "Reasonable cost" of dental insurance means the cost of dental insurance coverage for [a child/ all children for which the obligor is responsible under a dental support order] that does not exceed 1.5 percent of the obligor's annual resources, as "annual resources" is defined by Section 154.062(b) of the Texas Family Code.

(e) "Reasonable and necessary health care expenses" include office visit and prescription medicine copayments, deductibles, medical, surgical, mental health care services, prescription drugs, vision and dental expenses for [a child/all children], but shall not include expenses for travel to and from the provider or for nonprescription medication.

### **Duration of Medical Support Obligation**

*{Child support order included: IT IS ORDERED* that the duties to obtain and to pay for health care and dental coverage for [the/each] child as provided in this Order shall continue for so long as a parent has a duty to provide child support for such child.}

*{No child support: {Duration of medical support until child turns 18 or graduates or is emancipated: IT IS ORDERED* that the duties to obtain and to pay for health care and dental coverage for [the/each] child as provided in this Order shall continue until the first month following the date of the earliest occurrence of one of the following events:

(a) the child reaches 18 years of age or graduates from high school, whichever occurs later. The medical support obligation will not, however, be reduced so long as the child remains enrolled:

(i) under Chapter 25 of the Texas Education Code, in an accredited secondary school program leading toward a high school diploma and complying with the minimum attendance requirements of Subchapter C, Chapter 25 of the Texas Education Code;

(ii) under Section 130.008 of the Texas Education Code, in courses for joint high school and junior college credit and complying with the minimum attendance requirements of Subchapter C, Chapter 25 of the Texas Education Code; or

(iii) on a full-time basis in a private secondary school in a program leading toward a high school diploma and complying with the minimum attendance requirements imposed by that school;

(b) the child marries;

(c) the child dies;

(d) the child enlists in the armed forces of the United States and begins active service as defined by Section 101 of the United States Code; or

(e) the child acquires medical insurance through a place of employment.}

*{Duration of medical support until child turns 26: **IT IS ORDERED** that the duties to obtain and to pay for health care and dental coverage for [the/each] child as provided in this Order shall continue until the first month following the date of the earliest occurrence of one of the following events:*

- (a) the child reaches 26 years of age;
- (b) the child marries;
- (c) the child dies;
- (d) the child enlists in the armed forces of the United States and begins active service as defined by Section 101 of the United States Code; or
- (e) the child acquires medical insurance through a place of employment.}

*{Custom duration of medical support: **IT IS ORDERED** that the duties to obtain and to pay for health care and dental coverage for [the/each] child as provided in this Order shall continue [details of the custom duration of medical support.]}}*

*{Health care coverage ordered by the court: **Cash Medical Support Payment Terms***

**IT IS ORDERED** that any cash medical payments ordered herein shall be paid [according to the payment for child support as described in this Decree/through the state disbursement unit]. Any cash medical support obligation contained in this Order shall be considered additional child support and may be enforced in the same manner as any other child support obligation, including income withholding. **IT IS FURTHER ORDERED** that any cash medical support ordered herein shall be included in the Income Withholding Order specified above. Cash medical support obligations contained in this Order are obligations of the obligor's estate and shall not terminate on the obligor's death.}

### **{Private Health Insurance**

The Court finds that health insurance coverage for the child[ren] is [in effect/available] at reasonable cost through [name of party providing health insurance or medical support]'s [employment/union membership/membership in a trade association/membership in [name of organization]/[other source]].*{insurance*

*already exists:* **IT IS ORDERED** that [name of party providing health insurance or medical support] shall continue providing that insurance coverage.} *insurance does not yet exist:* **IT IS ORDERED** that [name of party providing health insurance or medical support] shall obtain and provide such health insurance for the child[ren] within [number of days] days after the date this Order is entered.} **IT IS FURTHER ORDERED** that, in the event such insurance is terminated or is no longer available for any reason, [name of party providing health insurance or medical support] shall acquire replacement health insurance coverage within 15 days.

*{Cost of insurance to be reimbursed:* The Court finds that the cost of such coverage is \$[amount of cash dental support] per month. **IT IS ORDERED** that [name of the party not providing the medical insurance] shall pay [an average of] \$[amount to be reimbursed] per month to [name of party providing health insurance or medical support] as cash medical support to compensate [name of party providing health insurance or medical support] for the insurance costs for the child[ren]. *{Obligor paying medical support:* Said amount is to be paid *{monthly:* monthly, with the first payment of \$[amount to be reimbursed] due and payable on [date first child support payment is due], and a like payment being due and payable on the [day of the month the child support payments are due] day of each month} *{semi-monthly:* semi-monthly, with the first payment of \$[amount to be reimbursed] due and payable on [date first child support payment is due], and a like payment being due and payable on the [day of month first installment of semi-monthly payment] and [day of month second installment of semi-monthly payment] days of each month} *{weekly:* weekly, with the first payment of \$[amount to be reimbursed] due and payable on [date first child support payment is due], and a like payment being due and payable on [day of the week for weekly payment] of each week} *{bi-weekly:* bi-weekly, with the first payment of \$[amount to be reimbursed] being due

on [date first child support payment is due], and a like payment being due and payable on [day of the week for weekly payment] of every other week} so long as child support is due under this Order.} {*Child support order included:* Such amount is in addition to any child support obligation ordered above.}

**IT IS FURTHER ORDERED** that, if the cost of the health insurance coverage increases, then the cash medical support obligation of [name of the party not providing the medical insurance] shall be increased in an equal amount. The increased obligation shall be due and payable with the first payment becoming due after [name of the party not providing the medical insurance] receives documentation from the insurance company or [name of party providing health insurance or medical support]'s employer showing the new cost.

**IT IS FURTHER ORDERED** that, if the cost of the health insurance coverage decreases, then [name of party providing health insurance or medical support] shall notify [name of the party not providing the medical insurance] of the new decreased amount within 30 days. [Name of party providing health insurance or medical support] shall reimburse [name of the party not providing the medical insurance] for any overpayment within 5 days of the receipt of that overpayment.}

### **Duty to Furnish Information Regarding Health Insurance**

According to Section 154.185 of the Texas Family Code, [name of party providing health insurance or medical support] must provide [name of the party not providing the medical insurance] {*Attorney General to be provided health insurance info:* and the Office of the Attorney General Child Support Division or the applicable Title IV-D agency at that time} with the following information within 30 days of this order being signed by the Court:

- (a) Social Security number;

(b) name and address of [name of party providing health insurance or medical support]'s employer;

(c) whether [name of party providing health insurance or medical support]'s employer is self-insured or has health insurance available;

*{Provide proof of health care coverage: (d) proof that the health insurance has been provided for the child[ren];}*

(e) if [name of party providing health insurance or medical support]'s employer has health insurance available, the name of the health insurance carrier, the number of the policy and schedule of benefits, a health insurance membership card, claim forms, and any other information necessary to submit a claim;

(f) if [name of party providing health insurance or medical support]'s employer is self-insured, a copy of the schedule of benefits, a health insurance membership card, claim forms, and any other information necessary to submit a claim;

**IT IS FURTHER ORDERED** that [name of party providing health insurance or medical support] shall furnish to [name of the party not providing the medical insurance] *{Attorney General to be provided health insurance info: and the Office of the Attorney General Child Support Division or the applicable Title IV-D agency at that time}* any additional information regarding health insurance coverage not later than the 15th day after the date the information is received by [name of party providing health insurance or medical support].

**IT IS FURTHER ORDERED** that [name of the party not providing the medical insurance] is designated the custodial parent and alternate recipient's representative for the purposes of Section 1169, Title 29, United States Code.}

### **{Military Health Care**

The Court finds that [name of party providing health insurance or medical support] is a member of the United States military and that the child[ren] [is/are] eligible to receive health care and other benefits as [a] dependent[s]. **IT IS ORDERED** that [name of party providing health insurance or medical support] shall keep and maintain in current status and deliver to [name of party to receive health insurance info] the identification card[s] and any other documents, including claim forms, indicating the existence of health care coverage for the child[ren] at any facility available to any dependent[s] of a member of the United States military. **IT IS FURTHER ORDERED** that, until the child[ren] [become/becomes] ineligible to receive the dependent benefits described above, that [name of party providing health insurance or medical support] shall provide to [name of party to receive health insurance info] any and all necessary applications for renewal of the child[ren]'s identification card[s] not less than 30 days prior to the card['s/s'] expiration date.}

### **{Cash Medical Support**

The Court finds that there is no health insurance coverage available at a reasonable cost to either party through employment, membership in a union, membership in a trade association, membership in an organization, or from another source. **IT IS ORDERED** that [name of party providing health insurance or medical support] shall pay [name of party to receive health insurance info] [an average of] \$[amount of cash medical support] per month as cash medical support

for the child[ren]. *{Obligor paying cash medical support: Said amount is to be paid*  
*{monthly: monthly, with the first payment of \$[amount of cash medical support] due*  
and payable on [date first child support payment is due], and a like payment being  
due and payable on the [day of the month the child support payments are due] day  
of each month*}* *{semi-monthly: semi-monthly, with the first payment of \$[amount of*  
semi-monthly cash medical support] due and payable on [date first child support  
payment is due], and a like payment being due and payable on the [day of month  
first installment of semi-monthly payment] and [day of month second installment  
of semi-monthly payment] days of each month*}* *{weekly: weekly, with the first*  
payment of \$[amount of weekly cash medical support] due and payable on [date  
first child support payment is due], and a like payment being due and payable on  
[day of the week for weekly payment] of each week*}* *{bi-weekly: bi-weekly, with the*  
first payment of \$[amount of bi-weekly cash medical support] being due on [date  
first child support payment is due], and a like payment being due and payable on  
[day of the week for weekly payment] of every other week*}* so long as child support  
is due under this Order.*}* *{Child support order included: Such amount is in addition to*  
any child support obligation ordered above.*}*

**IT IS ORDERED** that, pursuant to Section 154.182(b-3) of the Texas Family  
Code, [name of party providing health insurance or medical support] may  
discontinue payment of cash medical support if health insurance for the child[ren]  
becomes available to [name of party providing health insurance or medical  
support] at a reasonable cost; [name of party providing health insurance or medical  
support] enrolls the child[ren] in the health insurance plan; and provides [name of  
party to receive health insurance info] *{Attorney General to be provided health*  
*insurance info: and the Office of the Attorney General Child Support Division or the*

applicable Title IV-D agency at that time} with the information required by Section 154.185 of the Texas Family Code.

[Name of party providing health insurance or medical support]'s obligation to pay cash medical support shall terminate when [name of party providing health insurance or medical support] enrolls the child[ren] in a health insurance plan and provides the required information about such coverage to [name of the party not providing the medical insurance].}

*{Currently covered by government medical care: **Government Provided Health Care***

The Court finds that the child[ren] [is/are] presently covered by a government medical assistance program or health plan. **IT IS ORDERED** that [name of party providing health insurance or medical support] shall continue such enrollment until the child[ren] [is/are] covered by another health insurance program or health plan or [is/are] no longer eligible for participation in the government medical assistance program.

*{Cost of insurance to be reimbursed: **IT IS ORDERED*** that [name of the party not providing the medical insurance] shall pay [an average of] \$[amount to be reimbursed] per month to [name of party providing health insurance or medical support] as cash medical support to compensate [name of party providing health insurance or medical support] for the insurance costs for the child[ren]. *{Obligor paying medical support: Said amount is to be paid {monthly: monthly, with the first payment of \$[amount to be reimbursed] due and payable on [date first child support payment is due], and a like payment being due and payable on the [day of the month the child support payments are due] day of each month} {semi-monthly: semi-monthly, with the first payment of \$[amount to be reimbursed] due and payable on [date first child support payment is due], and a like payment being due*

and payable on the [day of month first installment of semi-monthly payment] and [day of month second installment of semi-monthly payment] days of each month}{*weekly*: weekly, with the first payment of \$[amount to be reimbursed] due and payable on [date first child support payment is due], and a like payment being due and payable on [day of the week for weekly payment] of each week}{*bi-weekly*: bi-weekly, with the first payment of \$[amount to be reimbursed] being due on [date first child support payment is due], and a like payment being due and payable on [day of the week for weekly payment] of every other week} so long as child support is due under this Order.} {*Child support order included*: Such amount is in addition to any child support obligation ordered above.}}

*{Eligible for government medical care: **Government Provided Health Care***

The Court finds that the child[ren] [is/are] not covered by private insurance but they may be eligible for a government medical assistance program or health plan. **IT IS ORDERED** that [name of party providing health insurance or medical support] shall apply within [number of days] days of the date this Order is entered for the child[ren]'s enrollment in such government assistance medical program or health plan and to continue such enrollment for [the/each] child until the child is covered by another health insurance program or is no longer eligible for participation in a government medical assistance program.

*{Cost of insurance to be reimbursed: **IT IS ORDERED*** that [name of the party not providing the medical insurance] shall pay [an average of] \$[amount to be reimbursed] per month to [name of party providing health insurance or medical support] as cash medical support to compensate [name of party providing health insurance or medical support] for the insurance costs for the child[ren]. *{Obligor paying medical support*: Said amount is to be paid *{monthly*: monthly, with the first

payment of \$[amount to be reimbursed] due and payable on [date first child support payment is due], and a like payment being due and payable on the [day of the month the child support payments are due] day of each month}{*semi-monthly*: semi-monthly, with the first payment of \$[amount to be reimbursed] due and payable on [date first child support payment is due], and a like payment being due and payable on the [day of month first installment of semi-monthly payment] and [day of month second installment of semi-monthly payment] days of each month}{*weekly*: weekly, with the first payment of \$[amount to be reimbursed] due and payable on [date first child support payment is due], and a like payment being due and payable on [day of the week for weekly payment] of each week}{*bi-weekly*: bi-weekly, with the first payment of \$[amount to be reimbursed] being due on [date first child support payment is due], and a like payment being due and payable on [day of the week for weekly payment] of every other week} so long as child support is due under this Order.} {*Child support order included*: Such amount is in addition to any child support obligation ordered above.}}

### **{Government health care program: Duty to Furnish Information**

According to Section 154.185 of the Texas Family Code, [name of party providing health insurance or medical support] must provide [name of the party not providing the medical insurance] {*Attorney General to be provided health insurance info*: and the Office of the Attorney General Child Support Division or the applicable Title IV-D agency at that time} with the following information within 30 days of this order being signed by the Court:

- (a) Social Security number;
- (b) proof that a government assistance medical program or health plan has been provided for the child[ren];

(c) the name of the health insurance carrier, the number and copy of the policy and schedule of benefits, any health insurance membership or Medicaid card, claim forms, and any other information necessary to submit a claim;

**IT IS FURTHER ORDERED** that [name of party providing health insurance or medical support] shall furnish to [name of the party not providing the medical insurance] *{Attorney General to be provided health insurance info: and the Office of the Attorney General Child Support Division or the applicable Title IV-D agency at that time}* any additional information regarding health insurance coverage not later than the 15th day after the date the information is received by [name of party providing health insurance or medical support].}

*{Cash medical support: **Notice of Termination or Lapse of Health Insurance***

**IT IS ORDERED** that [name of party providing health insurance or medical support] shall notify [name of the party not providing the medical insurance] *{Attorney General to be provided health insurance info: and the Office of the Attorney General Child Support Division or the applicable Title IV-D agency at that time}* of the lapse of the health insurance policy for the child[ren] (regardless of the reason for termination or cancellation of the policy), not later than the 15th day after the date of a termination or lapse; and notify [name of the party not providing the medical insurance] [and the Office of the Attorney General Child Support Division or the applicable Title IV-D agency at that time] of the availability of private health insurance or coverage under a governmental medical assistance program or health plan to replace the lapsed policy not later than the 15th day after the date the new health insurance becomes available. *{Not Government health care plan: After a lapse of health insurance policy, [name of party providing health insurance or medical*

support] is **ORDERED** to enroll the child[ren] in a health insurance plan that is available to [name of party providing health insurance or medical support] at reasonable cost at the next available enrollment period.} *Government health care plan:* After a termination or lapse of health insurance, [name of party providing health insurance or medical support] is **ORDERED** to enroll the child[ren] in a medical assistance program or state child health plan under chapter 32 of the Texas Human Resources Code or chapter 62 of the Texas Health and Safety Code, so long as the child[ren] [are/is] eligible for enrollment in such program.}

*{Not Government health care plan:* As provided in Section 1504.051 of the Texas Insurance Code, **IT IS ORDERED** that if [name of party providing health insurance or medical support] is eligible for dependent health coverage but fails to obtain such coverage for the child[ren], the insurer shall enroll the child[ren] on application of the other parent or any other person or entity authorized by law to make such application.}

*{Dental insurance not available at reasonable cost:* **Dental Care**

The court finds that there is no dental insurance available at reasonable cost to either parent.}

*{Cash dental support:* **Cash Dental Support Payment Terms**

**IT IS ORDERED** that any cash dental payments ordered herein shall be paid [according to the payment for child support as described in this Decree/through the state disbursement unit]. *{Child support order included:* Any cash dental support obligation contained in this Order shall be considered additional child support and may be enforced in the same manner as any other child support obligation, including income withholding. **IT IS FURTHER ORDERED** that any cash dental support ordered herein shall be included in the Income Withholding Order

specified above.} Cash dental support obligations contained in this Order are obligations of the obligor's estate and shall not terminate on the obligor's death.}

*{Dental insurance is available at reasonable cost: **Private Dental Insurance***

The Court finds that dental insurance coverage for the child[ren] is [in effect/available] at reasonable cost through [Name of party who will provide dental insurance]'s [employment/union membership/membership in a trade association/membership in other organization/other private source]. *{Coverage already exists: **IT IS ORDERED** that [Name of party who will provide dental insurance] shall continue providing that insurance coverage.} {Coverage must be obtained: **IT IS ORDERED** that [Name of party who will provide dental insurance] shall obtain and provide such dental insurance for the child[ren] within [number of days in which to obtain dental coverage] days after the date this Order is entered.}* **IT IS FURTHER ORDERED** that, in the event such insurance is terminated or is no longer available for any reason, [Name of party who will provide dental insurance] shall acquire replacement dental insurance coverage within 15 days.

*{Cash dental support: The Court finds that the cost of such coverage is \$[monthly cost of dental insurance] per month. **IT IS ORDERED** that [name of parent to pay cash dental support] shall pay [an average of] \$[amount of cash dental support] per month to [Name of party who will provide dental insurance] as cash dental support to compensate [Name of party who will provide dental insurance] for the insurance costs for the child[ren]. {Obligor paying dental support: Said amount is to be paid {monthly: monthly, with the first payment of \$[amount of cash dental support] due and payable on [date first child support payment is due], and a like payment being due and payable on the [day of the month the child support payments are due] day of each month}{semi-monthly: semi-monthly, with*

the first payment of \$[amount of cash dental support] due and payable on [date first child support payment is due], and a like payment being due and payable on the [day of month first installment of semi-monthly payment] and [day of month second installment of semi-monthly payment] days of each month}{*weekly*: weekly, with the first payment of \$[amount of cash dental support] due and payable on [date first child support payment is due], and a like payment being due and payable on [day of the week for weekly payment] of each week}{*bi-weekly*: bi-weekly, with the first payment of \$[amount of cash dental support] being due on [date first child support payment is due], and a like payment being due and payable on [day of the week for weekly payment] of every other week} so long as child support is due under this Order.}{*Child support order included*: Such amount is in addition to any child support obligation ordered above.}

**IT IS FURTHER ORDERED** that, if the cost of the dental insurance coverage increases, then the cash dental support obligation of [name of parent to pay cash dental support] shall be increased in an equal amount. The increased obligation shall be due and payable with the first payment becoming due after [name of parent to pay cash dental support] receives documentation from the insurance company or [Name of party who will provide dental insurance]'s employer showing the new cost.

**IT IS FURTHER ORDERED** that, if the cost of the dental insurance coverage decreases, then [Name of party who will provide dental insurance] shall notify [name of parent to pay cash dental support] of the new decreased amount within 30 days. [Name of party who will provide dental insurance] shall reimburse [name of parent to pay cash dental support] for any overpayment within 5 days of the receipt of that overpayment.}

## **Duty to Furnish Information Regarding Dental Insurance**

According to Section 154.185 of the Texas Family Code, [Name of party who will provide dental insurance] must provide [name of parent who doesn't carry dental insurance] *{Attorney General to be provided health insurance info: and the Office of the Attorney General Child Support Division or the applicable Title IV-D agency at that time}* with the following information within 30 days of this order being signed by the Court:

(a) Social Security number;

(b) name and address of [Name of party who will provide dental insurance]'s employer;

(c) whether [Name of party who will provide dental insurance]'s employer is self-insured or has dental insurance available;

*{Provide proof of health care coverage:}* (d) proof that the dental insurance has been provided for the child[ren];*};*

(e) if [Name of party who will provide dental insurance]'s employer has dental insurance available, the name of the dental insurance carrier, the number of the policy and schedule of benefits, a dental insurance membership card, claim forms, and any other information necessary to submit a claim;

(f) if [Name of party who will provide dental insurance]'s employer is self-insured, a copy of the schedule of benefits, a dental insurance membership card, claim forms, and any other information necessary to submit a claim;

**IT IS FURTHER ORDERED** that [Name of party who will provide dental insurance] shall furnish to [name of parent who doesn't carry dental insurance] *{Attorney General to be provided health insurance info: and the Office of the Attorney General Child Support Division or the applicable Title IV-D agency at that time}* any additional information regarding dental insurance coverage not later than the 15th day after the date the information is received by [Name of party who will provide dental insurance].

**IT IS FURTHER ORDERED** that [name of parent who doesn't carry dental insurance] is designated the custodial parent and alternate recipient's representative for the purposes of Section 1169, Title 29, United States Code.}

*{Cash medical support: **Notice of Termination or Lapse of Dental Insurance Coverage***

**IT IS ORDERED** that [name of party providing health insurance or medical support] shall notify [name of the party not providing the medical insurance] *{Attorney General to be provided health insurance info: and the Office of the Attorney General Child Support Division or the applicable Title IV-D agency at that time}* of the lapse of the dental insurance coverage for the child[ren] ] (regardless of the reason for termination or cancellation of the policy), not later than the 15th day after the date of a termination or lapse; and notify [name of the party not providing the medical insurance] *{Attorney General to be provided health insurance info: and the Office of the Attorney General Child Support Division or the applicable Title IV-D agency at that time}* of the availability of private dental insurance coverage or coverage under a governmental dental assistance program or dental plan to replace the lapsed policy not later than the 15th day after the date the new dental insurance coverage becomes available. After a lapse of dental insurance policy, [name of party providing health insurance or medical support] is **ORDERED** to

enroll the child[ren] in a dental insurance plan that is available to [name of party providing health insurance or medical support] at reasonable cost at the next available enrollment period.

As provided in Section 1504.051 of the Texas Insurance Code, **IT IS ORDERED** that if [name of party providing health insurance or medical support] is eligible for dependent dental coverage but fails to obtain such coverage for the child[ren], the insurer shall enroll the child[ren] on application of the other parent or any other person or entity authorized by law to make such application.}

### **WARNING**

**A PARENT ORDERED TO PROVIDE HEALTH INSURANCE OR DENTAL INSURANCE OR TO PAY THE OTHER PARENT ADDITIONAL CHILD SUPPORT FOR THE COST OF HEALTH INSURANCE OR DENTAL INSURANCE WHO FAILS TO DO SO IS LIABLE FOR NECESSARY MEDICAL EXPENSES OR DENTAL EXPENSES OF THE child[ren], WITHOUT REGARD TO WHETHER THE EXPENSES WOULD HAVE BEEN PAID IF HEALTH INSURANCE OR DENTAL INSURANCE HAD BEEN PROVIDED AND THE COST OF HEALTH INSURANCE PREMIUMS, DENTAL INSURANCE PREMIUMS, OR CONTRIBUTIONS, IF ANY, PAID ON BEHALF OF THE child[ren].**

*{Good cause to waive evidence of insurance: **Waiver of Evidence of Insurance***

The Court finds that good cause has been shown for the Court to waive the requirement under Section 154.181(d)(2) of the Texas Family Code for evidence that [name of party providing health insurance or medical support] has applied for or secured health insurance for the child[ren]. Accordingly, **IT IS ORDERED** the requirement that [name of party providing health insurance or medical support] produce evidence to the Court's satisfaction to prove that health insurance has been applied for or secured or [name of party providing health insurance or

medical support] has otherwise taken necessary action to provide for health care coverage for the child[ren] is waived.}

*{Agreed to waive evidence of insurance: **Waiver of Evidence of Insurance***

The Court finds that the parties have agreed to waive the requirement under Section 154.181(d)(2) of the Texas Family Code for evidence that [name of party providing health insurance or medical support] has applied for or secured health insurance for the child[ren]. Accordingly, **IT IS ORDERED** the requirement that [name of party providing health insurance or medical support] produce evidence to the Court's satisfaction to prove that health insurance has been applied for or secured or [name of party providing health insurance or medical support] has otherwise taken necessary action to provide for health care coverage for the child[ren] is waived.}

**Allocation of Additional Health Care Expenses**

*{Medical and dental insurance provided by obligor: **IT IS ORDERED*** that, if [name of party providing health insurance or medical support] is providing health care and dental coverage as ordered herein, [Name of Petitioner] shall pay [percentage] percent and [Name of Respondent] shall pay [percentage] percent of the reasonable and necessary health care expenses, including deductibles or copayments and vision and dental expenses of the child[ren] that are not otherwise covered by health insurance, dental insurance, or cash medical support. All such additional health care expenses shall be presumed to be reasonable and necessary. **IT IS FURTHER ORDERED** that, if [name of party providing health insurance or medical support] fails to provide health care coverage as ordered herein, then [name of party providing health insurance or medical support] shall pay for all health care expenses incurred by either party for the child[ren].}

*{Medical and dental insurance provided separately: IT IS ORDERED* that, if [name of party providing health insurance or medical support] is providing health care coverage as ordered herein, [Name of Petitioner] shall pay [percentage] percent and [Name of Respondent] shall pay [percentage] percent of the reasonable and necessary health care expenses, including deductibles or copayments and vision *{dental insurance not available at reasonable costs: and dental}* expenses of the child[ren] that are not otherwise covered by health insurance or cash medical support. All such additional health care expenses shall be presumed to be reasonable and necessary. **IT IS FURTHER ORDERED** that, if [name of party providing health insurance or medical support] fails to provide health care coverage as ordered herein, then [name of party providing health insurance or medical support] shall pay for all health care expenses incurred by either party for the child[ren].

*{Dental insurance is available at reasonable cost: IT IS ORDERED* that, if [Name of party who will provide dental insurance] is providing dental coverage as ordered herein, [Name of Petitioner] shall pay [percentage] percent and [Name of Respondent] shall pay [percentage] percent of the reasonable and necessary dental care expenses, including deductibles or copayments and dental expenses of the child[ren] that are not otherwise covered by dental insurance or cash dental support. All such additional dental care expenses shall be presumed to be reasonable and necessary. **IT IS FURTHER ORDERED** that, if [Name of party who will provide dental insurance] fails to provide dental coverage as ordered herein, then [name of party providing health insurance or medical support] shall pay for all dental care expenses incurred by either party for the child[ren].}}

If a party incurring an additional health care expense for a child furnishes health care expense information (including forms, receipts, bills, statements, and

explanations of benefits) to the nonincurring party reflecting the portion of unreimbursed health care expenses within 30 days after the incurring party incurs the expense, the nonincurring party **IS ORDERED** to pay the nonincurring party's percentage of the unreimbursed portion of the health care expenses by either directly paying the health care provider or by directly reimbursing the incurring party for any advance payment exceeding the incurring party's percentage of the unreimbursed portion of health care expenses within 30 days after the nonincurring party receives the provided health care expense information.

If a party incurring an additional health care expense for a child furnishes health care expense information (including forms, receipts, bills, statements, and explanations of benefits) to the nonincurring party reflecting the portion of unreimbursed health care expenses more than 30 days after the incurring party incurs the expense, the nonincurring party **IS ORDERED** to pay the nonincurring party's percentage of the unreimbursed portion of the health care expenses by either directly paying the health care provider or by directly reimbursing the incurring party for any advance payment exceeding the incurring party's percentage of the unreimbursed portion of health care expenses within 120 days after the nonincurring party receives the provided health care expense information.

**Secondary Health** *{Dental insurance is available at reasonable cost: or Dental}*  
**Insurance Coverage—**

If either conservator provides secondary health *{Dental insurance is available at reasonable cost: or dental}* insurance coverage for the child[ren], each conservator is **ORDERED** to fully cooperate with the other to ensure that all insurance claims are filed promptly and in the manner necessary to maximize the coverage and benefits available from such policies and to ensure that the party

who pays for any health *{Dental insurance is available at reasonable cost: or dental }* care for the child[ren] is reimbursed for such costs to the fullest extent possible.

### **Claims— Sections 1204.251 and 1504.055(a) of the Texas Insurance Code**

As provided in Section 1204.251 of the Texas Insurance Code, [name of conservator] is designated the managing conservator or possessory conservator of the child[ren].

As provided in Sections 1204.251 and 1504.055(a) of the Texas Insurance Code, **IT IS ORDERED** that, if a conservator is providing health *{Dental insurance is available at reasonable cost: or dental}* insurance coverage for the child[ren] through a group policy or a health benefit plan issuer that provides health coverage to a child through a covered parent, the conservator who is not providing the health *{Dental insurance is available at reasonable cost: or dental}* insurance policy shall have the option to file claims against the policy directly with insurance policy issuer and to receive payments directly from the issuer.

If the conservator who is not providing the insurance policy does not elect to file the claims directly with the policy issuer, such conservator is **ORDERED** to furnish to the conservator who is providing the insurance coverage all forms and supporting documents necessary to file the claim with the policy issuer within fifteen days after receiving such documents. The conservator who is providing the insurance coverage is **ORDERED** to submit all claims for payment or reimbursement of health *{Dental insurance is available at reasonable cost: or dental}*-care expenses within fifteen days of that conservator's receiving a claim form and any necessary supporting documents.

### **Constructive Trust for Insurance Payments Received—**

**IT IS ORDERED** that any insurance payments received by either conservator as reimbursement for a child's health *{Dental insurance is available at reasonable cost: or dental}*-care expenses shall belong to the conservator who paid those expenses. **IT IS FURTHER ORDERED** that, if the conservator receives a reimbursement check for expenses not incurred by that conservator, such conservator is designated a constructive trustee holding such payment for the benefit of the conservator who did incur the expense. The conservator, as constructive trustee, **IS ORDERED** to endorse and forward the payments, along with any explanation of benefits, to the other conservator within three days of receiving such payment.

### **Maximizing Health Insurance Coverage**

Each party is **ORDERED** to comply with all health insurance *{Dental insurance is available at reasonable cost: and dental insurance}* policy requirements in order to maximize the procedures and services covered as well as the amounts reimbursed by such policies. This Order includes but is not limited to complying with any advance notice, second opinion, and preferred provider requirements contained in the insurance policy. A party who fails to comply with the requirements of the insurance policy shall be solely responsible for payment of any resulting unreimbursed costs.

### **Medical Notification**

**IT IS ORDERED** that each party shall notify the other party of any medical condition that requires a child to be hospitalized or to receive emergency and/or surgical treatment.

## **HIPAA Notification**

**IT IS ORDERED** that, within 30 days from the date this Order is entered, each party shall execute the following instruments, pursuant to the Health Insurance Portability Act (HIPAA) and 45 C.F.R. Section 164.508:

- (a) all releases necessary to permit the other conservator to obtain health care information regarding the child[ren] subject to this suit; and
- (b) for each health care provider and for each child subject to this suit, an authorization for disclosure of protected health information to the other conservator.

**IT IS FURTHER ORDERED** that each party shall designate the other party as a person to whom protected health information regarding the child[ren] may be disclosed whenever the party executes an authorization for disclosure of protected health information pursuant to HIPAA and 45 C.F.R. Section 164.508.

### *{Child support order: **Termination of Support on Remarriage of the Parties***

**IT IS ORDERED** that all child support obligations payable by one parent to the other parent shall terminate upon the remarriage of the parents to one another.}}

### *{Alternate dispute resolution: **Resolution of Future Disagreements***

The Court finds that [Name of Petitioner] and [Name of Respondent] have made the following agreement as evidenced by their signatures below:

#### **{Collaborative Family Law Process**

If a collaborative family law matter, including a dispute, transaction, claim, problem, or issue arises and the matter is not an emergency, the parties agree that the party who seeks to have the matter resolved shall notify the other party in

writing of the matter within a reasonable time after the matter arises, or shall provide other notice as required by the parties' Collaborative Family Law Participation Agreement.

With the exception of emergency situations or unless the parties agree to the contrary, the parties agree to first attempt to find a resolution to the matter through the collaborative family law process in accordance with Chapter 15 of the Texas Family Code and the Collaborative Family Law Participation Agreement signed on [date signed] and filed with the Court. The parties further agree to attempt to resolve the matter within 60 days from the date of receipt of written notice of the matter.

### **Confidentiality**

The parties understand and agree that communications made during the collaborative family law process and any records of such communications are privileged, not subject to disclosure, and may not be used as evidence against a party or other participant in a subsequent proceeding.

### **Neutral Consultant**

Unless otherwise agreed in writing, the parties agree to jointly engage a professional, expert, or advisor to serve in a neutral capacity and consult with the parties regarding the matter and resolutions that best serve the interests of the parties *{With Children and the child[ren]}*. The parties further agree that each party shall be responsible for one-half of the total costs for engaging the consultant.

The parties agree that a consultant participating in the collaborative family law process may not testify in a subsequent proceeding related to or arising out of the collaborative family law matter or may not be subject to a process requiring

disclosure of privileged information or data related to the collaborative matter unless otherwise agreed by the parties.

### **Agreement to Hire Collaborative Lawyers**

The parties agree to each hire a collaborative lawyer to represent the party in the collaborative family law process. Although the parties are not required to arrive at a resolution of the collaborative matter, if the parties do not arrive at a resolution through the collaborative family law process or if the collaborative process terminates before a resolution is reached, the parties agree that each party's collaborative lawyer must withdraw from the representation.

### **Failure to Resolve Matter**

The parties agree to participate in at least one joint meeting between both parties and their respective collaborative lawyers to resolve the collaborative matter. After that initial meeting, if an agreement resolving the collaborative matter is not reached or the collaborative matter is only resolved in part, the parties understand that: they may agree to continue with the collaborative family law process until a resolution is reached; either or both parties may withdraw from the collaborative family law process; if both parties agree, the parties may participate in mediation in conjunction with the collaborative family law process; or the parties may take any other action authorized by the Collaborative Family Law Participation Agreement.

### **Exceptions to Collaborative Family Law Process**

The parties understand and agree that a party who is entitled to receive [child support/spousal maintenance/contractual alimony] shall not be required to enforce the obligation through the collaborative family law process and a party obligated to pay [child support/spousal maintenance/contractual alimony] shall not

be required to follow the collaborative family law process before seeking to reduce an obligation.}

### **{Mediation**

Except in an emergency, the parties agree to attempt in good faith to resolve a dispute that arises through mediation before requesting modification of the terms and conditions of this Decree through litigation. The parties agree that mediation shall not be required if a party seeks enforcement of this Decree or any subsequent modifications of this Decree.

The parties agree that the party who seeks the modification shall notify the other party in writing of the dispute within a reasonable time after the dispute arises, or shall provide other notice as otherwise agreed by the parties. The parties further agree to attempt to resolve the dispute within 30 days from the date of receipt of written notice of the dispute.

If, within 10 days after the receipt of written notice of the dispute, the parties cannot agree on a mediator or if one party refuses or fails to mediate, the parties agree that the party seeking modification may proceed to file suit. If the parties do mediate and an agreement resolving the dispute is not reached or the dispute is only resolved in part, the parties agree that the party seeking modification may proceed to file suit.}

### **{Arbitration**

When a dispute between the parties is not resolved between the parties or through mediation, the parties agree to submit the dispute to binding arbitration pursuant to Chapter 171 of the Texas Civil Practice and Remedies Code. The parties agree to use a mutually-selected arbitrator, or if an arbitrator cannot be agreed upon, the parties agree to use an arbitrator of the court's choosing. The parties

further agree that each party shall be responsible for one-half of the total costs of arbitration.}}}

*{With children – standard language: **Co-parenting Website***

**IT IS ORDERED** that, within 14 days of the Court’s Order, [Name of Petitioner] and [Name of Respondent] register [at [name of co-parenting website] to participate in a co-parenting website. **IT IS FURTHER ORDERED** that each party pay their own registration costs, and maintain such account until there is no child of the marriage younger than 18 years of age, or to which parental rights and duties are legally obligated.

**IT IS ORDERED** that [Name of Petitioner] and [Name of Respondent]’s participation in the co-parenting website is mandatory, and may be supplemented, but not substituted, by other forms of interaction and information exchange, such as in-person dialogue, telephone communication and electronic correspondence.

**IT IS ORDERED** that the following forms of information regarding [names of children] shall be promptly added to the co-parenting website upon receipt *{time limitation:, and no later than 18 hours after receipt}*, if not provided by a school or organizational website: health care information, to include scheduled appointments, the outcome of health care appointments, uninsured health care reimbursement requests, and any other correspondence from the child[ren]’s health care provider; educational information, to include dates of vacation, early dismissals, field-trips, participation in mandatory activities outside of the usual school routine, participation in extra-curricular activities, award ceremonies, etc., receipt of positive or negative reports on a child’s behavior, and any other correspondence from the child[ren]’s school; and any events where the child[ren]’s attendance may be requested, such as weddings, anniversary parties, and major

family events and trips. Any request for court-ordered reimbursement of other expenses of the child[ren] may also be submitted through the website.

**IT IS ORDERED** that communication of emergency situations regarding the child[ren] need not occur through the website.

*model order language:* **OurFamilyWizard Services Co-Parenting Website or App**

The Court finds that it is in the best interest of the child[ren] for the parties to communicate regarding their child[ren] via OurFamilyWizard (hereinafter referred to as “OFW”). The parties are ordered to each establish an OFW Parent Account. Each shall enroll in the program no later than 14 calendar days from today. The parties shall enroll by completing the sign-up process at OurFamilyWizard.com or by contacting OFW Customer Support.

The parties shall ensure that they have an OFW package that enables them to utilize OFW in the manner outlined herein.

After registration, the parties shall immediately begin to utilize their OFW accounts via the website at OurFamilyWizard.com or via the OFW mobile applications for iOS or Android.

*{Exclusive communication via OFW: Thereafter, the parties shall not e-mail, text, or telephone but shall post all communication with one another exclusively on OFW unless otherwise noted herein.}*

*{If ToneMeter add-on is to be used with OFW subscription: The parties shall utilize the ToneMeter AI feature for support with writing clear, concise messages. The parties understand that they can apply a suggestion from ToneMeter AI to their message draft and will have an opportunity to make further edits to their draft prior to sending. Parents retain full responsibility for the content of all messages sent.}*

*{Telephone communication allowed during emergencies: The parties shall be allowed to communicate by telephone only in matters of emergency regarding the child[ren] that must be*

acted upon in less than 24 hours. In case of such an emergency, the subject and general content of such communication shall be memorialized in a Moment entry in the OFW Journal.}

*{Telephone communication NOT allowed during emergencies: The parties shall not be able to communicate by any means other than OFW, even in the case of an emergency.}}*

*{Calls documented voice and video call feature to be used: The parties shall utilize the OurFamilyWizard’s documented voice and video call feature (hereinafter “Calls”) and shall grant the consent required in order to place and receive Calls from one another.*

The parties shall utilize the Calls feature for the purpose of enabling the minor child[ren] to communicate with the parent who is not exercising parenting time at that moment. *{Phone call contact with the minor child(ren) will occur at a convenient time when in custody of the other parent: Each party shall have reasonable Calls contact with the minor child[ren] when in the custody of the other party at a time that is convenient given the parties’ and child[ren]’s schedules.}*

*{Phone call contact with the minor child(ren) will occur on specified dates and times: The calls shall take place on [Specified dates on which the calls will occur] at [Specified times during which the calls will occur].}*

*{Possessory parent will initiate call but leave to allow child(ren) privacy: Each party will ensure that when the minor child[ren] [is/are] utilizing the Calls feature to communicate with the other parent, the parent who is present with the child[ren] will initiate the call, but then leave the child[ren] to speak in privacy.}*

*{Calls will be recorded:*

*{All calls including those between parties and child(ren) will be recorded: The Calls outlined herein, including those between parents and child[ren], shall be recorded and each party shall grant the permission necessary in order for the Calls to be recorded.}*

*{All calls excluding those between parties and child(ren) will be recorded: Calls between the parties shall be recorded and each party shall grant the permission necessary in order for the Calls to be recorded, however Calls between a party and child[ren] shall not be recorded.}*

*{Calls will not be recorded: The calls outlined herein shall not be recorded.}}*

The parties shall not disseminate any recordings or transcripts of Calls to anyone except to family law professionals directly involved in this case or as requested by this Court.}}

*{Use of OFW not a per se violation of existing Protective Order: The utilization of OFW shall not be deemed as a per se violation of the existing Protection from Abuse Ordered filed No. [File number of the protective order] of [Date of the protective order] and in effect until [Date through which the protective order is effective].}*

*{Limit the OFW Messages feature: The parties shall only utilize the OFW Message Board feature when the information to be communicated cannot be conveyed in the Calendar, Expenses, Journal, Info Bank, or other OFW features.}*

*{48 hour response time for entries requiring a response: Whenever an entry requires a response, the receiving parent shall respond with 48 hours unless the entry itself indicates that a longer time frame is acceptable.}*

*{Professional access granted to attorney of record and other assigned professionals: Professional Access shall be granted by each party to their respective attorney(s) of record and the assigned [Assigned professionals to be granted professional access]. Name(s) and email address(es) of attorney(s) of record and assigned individuals:*

*[Name(s) and email address(es) of attorney(s) of record and assigned individuals]}*

The parties shall elect to receive notifications about new activity on OFW as follows:

Petitioner

Notification Type: [Email/Texas message/Push notification (Sent On Action only)]

Delivery: [On Action (per action)/Daily Digest (once daily)]

Respondent

Notification Type: [Email/Texas message/Push notification (Sent On Action only)]

Delivery: [On Action (per action)/Daily Digest (once daily)]

*{Expenses to be recorded and formalized using the Expenses feature: The parties shall take advantage of the tools in the Expense Log feature to record and formalize all potentially reimbursable expenses in order to mitigate the necessity of further litigation over such matters. An electronic file of the receipt must be attached to each expense entry.}*

*{OFWpay in the Expenses featured used to initiate e-payments for reimbursement: The parties shall utilize OFWpay in the Expense Log to initiate e-payments for reimbursements.}*

*{Parenting time exchanges and visitations memorialized with Check-ins tool in the OFW Journal: The parties shall utilize the Check-ins tool in the OFW Journal to memorialize their presence at parenting time exchanges and visitations.}*

Unless or until there is a signed Order of this Court ending the parties' utilization of OFW or the youngest of the parties' children reaches the age of 18, neither party shall fail to renew his or her annual OFW subscription.

The court accepts the stipulation of the parties that records maintained by OFW may be received into evidence without further foundation or objection.

This Order of Court shall remain in full force and effect until further Order of Court.}

*model order language: **AppClose Co-Parenting App***

Beginning [Date parties are ordered to communicate through AppClose regarding their child(ren)], the parties are **ORDERED** to communicate regarding their child[ren] via AppClose. The parties are **THEREFORE ORDERED** to download AppClose from the Apple App Store or Google Play Store and set up an AppClose

account with the ability to receive notifications. Both parties are **FURTHER ORDERED** to install any AppClose updates released and in a timely manner. The parties shall conduct all communications regarding shared parenting matters using AppClose features except in the case of an emergency as provided for herein below.

The parties shall not communicate by telephone or text messaging except regarding matters of an emergency nature regarding [a child/children] that must be acted upon in less than 24 hours. In the case of such an emergency, the subject and general content of any such communication shall also be memorialized by a text entry in the messaging feature within AppClose.

The Court **FURTHER ORDERS** the parties to use the AppClose expenses, reimbursement, messaging, and ipayou features to record and formalize all potentially reimbursable medical, dental, and vision claims. An electronic copy of the receipt for payment must be attached to each request or record. Each parent shall preserve the original of any such document posted. The payor for any reimbursable expenses shall be responsible for any fees associated with ipayou.

The Court **FURTHER ORDERS** the parties to use and maintain their individual AppClose accounts for as long as any child is under the age of eighteen years and not otherwise emancipated.

For purposes of this section of this order, "timely" means on learning of the event or activity, or if not immediately feasible under the circumstances, not later than twenty-four (24) hours after learning of the event or activity.

This Order of Court shall remain in full force and effect until further Order of the Court.}

**{Parent [Coordinator/Facilitator]}**

The Court finds that *{basis for order for appointment of coordinator/facilitator: [there is good cause shown/ it is in the best interest of the child[ren] of this suit/ this case is a high conflict case] it is necessary to appoint a parenting [coordinator/facilitator].*

*{Coordinator/facilitator meets requirements: The Court further finds that [Name of parenting coordinator/facilitator] meets the minimum qualifications required by Section [153.610/153.6101] of the Texas Family Code.}*

*{Coordinator/facilitator does not meet requirements: The Court further finds that the parties agree that [Name of parenting coordinator/facilitator] does not meet all of the statutory requirements of Section 153.610 of the Texas Family Code, but has sufficient training or experience in dispute resolution processes to serve as a parenting coordinator. The Court further finds that the parties have agreed to waive the minimum statutory requirements and to accept [Name of parenting coordinator/facilitator] as the coordinator in this case.}*

**IT IS ORDERED** that [Name of parenting coordinator/facilitator] is appointed as parenting [coordinator/facilitator] in this matter.

*{Costs of services provision: **IT IS FURTHER ORDERED** that [additional language for costs of services].}*

*{Copy of order to be delivered to coordinator/facilitator: **IT IS ORDERED** that [Name of Petitioner] and [Name of Respondent] shall each deliver a copy of this Decree and completed information sheet to [Name of parenting coordinator/facilitator] within [number of days] days of the Court signing this Decree.}*

*{Deadlines for coordinator/facilitator: IT IS ORDERED* that [Name of parenting coordinator/facilitator] shall contact the parties within [number of days] days of accepting the appointment as parenting [coordinator/facilitator] to schedule the first [coordination/facilitation] session. **IT IS FURTHER ORDERED** that the first [coordination/facilitation] session shall take place on or before [date].}

*{Limit matters to be addressed: IT IS ORDERED* that [Name of parenting coordinator/facilitator], in performing the duties as parenting [coordinator/facilitator], shall be limited to matters that will aid the parties in: *{select from the following:*

- (a) reducing misunderstandings;
- (b) clarifying priorities;
- (c) exploring possibilities for problem solving;
- (d) developing methods of collaboration in parenting;
- (e) understanding parenting plans and reaching agreements about parenting issues to be included in a parenting plan;
- (f) complying with the Court's Order regarding conservatorship or possession of and access to the child[ren];
- (g) implementing parenting plans;
- (h) obtaining training regarding problem solving, conflict management, and parenting skills;
- (i) settling disputes regarding parenting issues and reaching a proposed joint resolution or statement of intent regarding those disputes;
- (j) [other areas];}

*{Prohibit modification of the order: **IT IS ORDERED** that [Name of parenting coordinator/facilitator] shall not modify any order, judgment, or decree of the Court.}}*

*{Payment for services: **IT IS ORDERED** that [Name of Petitioner] shall pay [percentage amount] percent and [Name of Respondent] shall pay [percentage amount] percent of the parenting [coordinator/facilitator]'s fees. **IT IS FURTHER ORDERED** that each party shall pay his or her share of the fees directly to the parenting [coordinator/facilitator], [Name of parenting coordinator/facilitator], as required by the [coordinator/facilitator]'s terms and conditions.}*

*{Parenting coordinator orders: Submit written report: **IT IS ORDERED** that [Name of parenting coordinator/facilitator] shall submit a written report to the Court and to the parties [upon request of either party or the Court/time frame for submission of report]. **IT IS FURTHER ORDERED** that the written report shall be limited to a statement of whether the parent coordination should continue.}*

*{Agreement to ethical guidelines: **IT IS ORDERED** that [Name of parenting coordinator/facilitator] shall comply with the Ethical Guidelines for Mediators as adopted by the Supreme Court of Texas (Misc. Docket No. 05-9107, June 13, 2005).{Submit statement of agreement: **IT IS FURTHER ORDERED** that [Name of parenting coordinator/facilitator] shall sign a statement of agreement to comply with those guidelines and shall submit the statement to the Court within [number of days] days of acceptance of the appointment.}}*

*{Capacity of services limited: **IT IS ORDERED** that [Name of parenting coordinator/facilitator] shall only assist the parties through confidential procedures and shall not serve in any nonconfidential capacity in this case, including serving as an amicus attorney, guardian ad litem, or child custody evaluator.}*

*{Procedures for removal: LIT IS ORDERED* that, except as otherwise provided by Section 153.607 of the Texas Family Code, [Name of parenting coordinator/facilitator] shall be removed as parenting coordinator on the request and agreement of all parties; on the request of the parenting coordinator; on the motion of a party, if good cause is shown; or if parenting coordinator ceases to satisfy the minimum qualification required by Section 153.610 of the Texas Family Code.}}

*{Parenting facilitator orders: {Submit written report: IT IS ORDERED* that [Name of parenting coordinator/facilitator] shall submit a written report to the Court and to the parties [upon request of either party or the Court/time frame for submission of report].}

*{Maintain detailed records: IT IS ORDERED* that [Name of parenting coordinator/facilitator] shall keep a detailed record regarding meetings and contacts with [Name of Petitioner] and [Name of Respondent], their attorneys, or other persons involved in the suit.}

*{Make records available: IT IS ORDERED* that [Name of parenting coordinator/facilitator] shall make all records of parent facilitation available to the parties upon request.}

*{Compliance with standard of care: IT IS ORDERED* that [Name of parenting coordinator/facilitator] shall comply with the standard of care applicable to the professional license held by [Name of parenting coordinator/facilitator] in performing the parenting facilitator's duties.}

*{Disclosure of communication during session: IT IS ORDERED* that a communication made by either [Name of Petitioner] or [Name of Respondent] during a parenting facilitation session is subject to disclosure and may be offered in

any judicial or administrative proceeding, if otherwise admissible under the Texas Rules of Evidence.}

*Disclose conflicts of interest:* **IT IS ORDERED** that [Name of parenting coordinator/facilitator], after being appointed, shall immediately disclose any conflict of interest with or previous knowledge of a party or a child who is the subject of the suit to the Court, [Name of Petitioner], [Name of Respondent] and any attorney for the child[ren]. **IT IS FURTHER ORDERED** that [Name of parenting coordinator/facilitator] shall also withdraw from the suit unless, after disclosure, [Name of Petitioner], [Name of Respondent] and any attorney for the child[ren] agree in writing to [Name of parenting coordinator/facilitator]'s continuation as the parenting facilitator.}

*{Disclose relationship:* **IT IS ORDERED** that [Name of parenting coordinator/facilitator], before accepting appointment in this suit and on or before [date], shall disclose to the Court, each attorney for a party, any attorney for a child who is the subject of the suit, and any party who does not have an attorney, the following:

- (a) a pecuniary relationship with an attorney, party, or child in the suit;
- (b) a relationship of confidence or trust with an attorney, party, or child in the suit; and
- (c) other information regarding any relationship with an attorney, party, or child in the suit that might reasonably affect the ability of the person to act impartially during the person's service as parenting facilitator.}

*{Decline appointment if not all parties agree:* **IT IS FURTHER ORDERED** that [Name of parenting coordinator/facilitator] shall also decline the appointment

unless, after disclosure, the parties' and, if any, the attorney for any child, agree in writing to [Name of parenting coordinator/facilitator]'s continuation as the parenting facilitator in the suit.}

*{Disclose communication: **IT IS ORDERED** that [Name of parenting coordinator/facilitator] shall promptly and simultaneously disclose to each party's attorney, any attorney for a child who is a subject of the suit, and any party who does not have an attorney, the existence and substance of any communication between [Name of parenting coordinator/facilitator] and another person, including a party, a party's attorney, a child who is the subject of the suit, and any attorney for a child who is the subject of the suit, if the communication occurred outside of a parenting facilitator session and involved the substance of parenting facilitation.}*

*{Limit services: **IT IS ORDERED** that [Name of parenting coordinator/facilitator] may not serve in any other professional capacity at any other time with any person who is a party to, or the subject of, the suit in which the person serves as parenting facilitator, or with any member of the family, as defined in Section 71.003 of the Texas Family Code, of a party or subject, except for service as a teacher of co-parenting skills in a class conducted in a group setting.}*

*{Procedures for removal: **IT IS ORDERED** that, except as otherwise provided by Section 153.6071 of the Texas Family Code, [Name of parenting coordinator/facilitator] shall be removed on the request and agreement of all parties; on the request of [Name of parenting coordinator/facilitator]; on the motion of a party, if good cause is shown; or if [Name of parenting coordinator/facilitator] ceases to satisfy the minimum qualification required by Section 153.6101 of the Texas Family Code.}}*

**{Parent Education and Family Stabilization Course**

**IT IS ORDERED** that the parties attend a parent education and family stabilization course. **IT IS FURTHER ORDERED** that [Name of Petitioner] and [Name of Respondent] each individually register, and attend [separately] a parent education and family stabilization course provided by [name of provider for parent education course] at [address of provider], [phone number of provider], on or before [date].

**IT IS FURTHER ORDERED** that [Name of Petitioner] and [Name of Respondent] each obtain a certificate of completion, which states the name of the participant; the name of the course provider; the date the course was completed, and the manner of instruction, whether through personal instruction, videotape instruction, instruction through electronic means, or a combination of methods.

**IT IS FURTHER ORDERED** that [Name of Petitioner] and [Name of Respondent] shall each file a certification of completion or other comparable proof of completion of the parent education and family stabilization course with the clerk of the Court and mail a copy to the other party within 10 days after completion of the course.

**IT IS FURTHER ORDERED** that each party pay the costs of that party's attendance at the course.}}

*{optional: Employment Services Related Order*

**IT IS FURTHER ORDERED** that [no later than [date], [obligor] shall enroll and participate fully in a program available in [obligor]'s community that provides employment assistance, skills training, or job placement services/[obligor] shall details for order to work or participate in a plan to pay].}

*{Information required by section 105.006: Required Party Information*

The following is the information required by Section 105.006 of the Texas Family Code:

(a) Name: [Petitioner]

{Social Security Number:

*or*

[Name of Petitioner] has not been assigned a Social Security number.}

{Driver's License Number:

Issuing State:

*or*

[Name of Petitioner] has not been assigned a driver's license number.}

Current Residence:

E-mail:

Home Telephone Number:

Employer:

Address of Employment:

Work Telephone Number:

(b) Name: [Respondent]

{Social Security Number:

*or*

[Name of Respondent] has not been assigned a Social Security number. }

{Driver's License Number:

Issuing State:

*or*

[Name of Respondent] has not been assigned a driver's license number. }

Current Residence:  
E-mail:  
Home Telephone Number:  
Employer:  
Address of Employment:  
Work Telephone Number:

(c) Name: [name of child]

{Social Security Number:

*or*

[name of child] has not been assigned a Social Security number.

{Driver's License Number:

Issuing State:

*or*

[name of child] has not been assigned a driver's license number.}

Current Residence:

Home Telephone Number:

**{Required Information - Protected**

*{Individual language: {Petitioner info protected: The Court finds, after notice and hearing that requiring [Name of Petitioner] to provide the information required by Section 105.006(a)(2) of the Texas Family Code is likely to cause the conservator or the child[ren] harassment, abuse, serious harm, injury or to be subject to family violence.*

**IT IS ORDERED** that [Name of Petitioner] is not required to provide a current residence address, mailing address, home telephone number, name of employer,

address of employment, and work telephone number to the Court or to [Name of Respondent].

Pursuant to Section 105.006(c-1) of the Texas Family Code, [Name of Petitioner] may receive notices and service via e-mail at [email address].}

*or*

The Court finds, in accordance with Section 105.006(c-2) of the Texas Family Code, that requiring [Name of Petitioner] to provide an e-mail is likely to endanger [his/her] safety. [Name of Petitioner] is not required to provide an e-mail address for notice or service.

*{Respondent info protected:}* The Court finds, after notice and hearing, that requiring [Name of Respondent] to provide the information required by Section 105.006(a)(2) of the Texas Family Code is likely to cause a conservator or the child[ren] harassment, abuse, serious harm, injury or to be subject to family violence.

**IT IS ORDERED** that [Name of Respondent] is not required to provide current residence address, mailing address, home telephone number, name of employer, address of employment, and work telephone number to the Court or to [Name of Petitioner].

Pursuant to Section 105.006(c-1) of the Texas Family Code, [Name of Respondent] may receive notices and service via e-mail at [email address].

*or*

The Court finds, in accordance with Section 105.006(c-2) of the Texas Family Code, that requiring [Name of Respondent] to provide an e-mail is likely to

endanger [his/her] safety. [Name of Respondent] is not required to provide an e-mail address for notice or service.}

*{Joint language:* The Court finds, after notice and hearing, that requiring the parties to provide the information required by Section 105.006(a)(2) of the Texas Family Code is likely to cause a conservator or the child[ren] harassment, abuse, serious harm, injury or to be subject to family violence.

**IT IS ORDERED** that neither party is required to provide a current residence address, mailing address, home telephone number, name of employer, address of employment, and work telephone number to the Court or to each other.

Pursuant to Section 105.006(c-1) of the Texas Family Code, [name of protected party] may receive notices and service via e-mail at [email address].

*or*

The Court finds, in accordance with Section 105.006(c-2) of the Texas Family Code, that requiring [name of protected party] to provide an e-mail is likely to endanger [his/her] safety. [name of protected party] is not required to provide an e-mail address for notice or service.}

*{repeat for each protected party}*

*{Children's info protected:* The Court finds, after notice and hearing, that requiring the parties to provide the information required by Section 105.006(a)(2) of the Texas Family Code is likely to cause [list of children] harassment, abuse, serious harm, injury or to be subject to family violence.

**IT IS ORDERED** that the current residence address, mailing address, or home telephone number of [list of children] is not required to be provided to the Court or to the other party.}}}

***{With Children Required Notices to the Parties***

**FAILURE TO OBEY A COURT ORDER FOR CHILD SUPPORT OR FOR POSSESSION OF OR ACCESS TO A CHILD MAY RESULT IN FURTHER LITIGATION TO ENFORCE THE ORDER, INCLUDING CONTEMPT OF COURT. A FINDING OF CONTEMPT MAY BE PUNISHED BY CONFINEMENT IN JAIL FOR UP TO SIX MONTHS, A FINE OF UP TO \$500 FOR EACH VIOLATION, AND A MONEY JUDGMENT FOR PAYMENT OF ATTORNEY'S FEES AND COURT COSTS.**

**FAILURE OF A PARTY TO MAKE A CHILD SUPPORT PAYMENT TO THE PLACE AND IN THE MANNER REQUIRED BY A COURT ORDER MAY RESULT IN THE PARTY NOT RECEIVING CREDIT FOR MAKING THE PAYMENT.**

**FAILURE OF A PARTY TO PAY CHILD SUPPORT DOES NOT JUSTIFY DENYING THAT PARTY COURT-ORDERED POSSESSION OF OR ACCESS TO A CHILD. REFUSAL BY A PARTY TO ALLOW POSSESSION OF OR ACCESS TO A CHILD DOES NOT JUSTIFY FAILURE TO PAY COURT-ORDERED CHILD SUPPORT TO THAT PARTY.**

**EACH PERSON WHO IS A PARTY TO THIS ORDER *{Parties have protected information: [(EXCEPTING [NAMES of parties with protected information], WHO NEED NOT PROVIDE OR UPDATE THIS INFORMATION TO THE OTHER PARTY PURSUANT TO THE FINDINGS IN THIS ORDER)]}* IS ORDERED TO NOTIFY EACH OTHER PARTY, THE COURT, AND THE STATE CASE REGISTRY OF ANY CHANGE IN THE PARTY'S CURRENT RESIDENCE ADDRESS, MAILING ADDRESS, E-MAIL ADDRESS, HOME TELEPHONE NUMBER, NAME OF EMPLOYER, ADDRESS OF EMPLOYMENT, DRIVER'S LICENSE NUMBER, AND WORK TELEPHONE NUMBER. THE PARTY IS ORDERED TO GIVE NOTICE OF AN INTENDED CHANGE IN ANY OF THE REQUIRED INFORMATION TO EACH OTHER PARTY, THE COURT, AND THE**

**STATE CASE REGISTRY ON OR BEFORE THE 60TH DAY BEFORE THE INTENDED CHANGE. IF THE PARTY DOES NOT KNOW OR COULD NOT HAVE KNOWN OF THE CHANGE IN SUFFICIENT TIME TO PROVIDE 60-DAY NOTICE, THE PARTY IS ORDERED TO GIVE NOTICE OF THE CHANGE ON OR BEFORE THE FIFTH DAY AFTER THE DATE THAT THE PARTY KNOWS OF THE CHANGE.**

**THE DUTY TO FURNISH THIS INFORMATION TO EACH OTHER PARTY, THE COURT, AND THE STATE CASE REGISTRY CONTINUES AS LONG AS ANY PERSON, BY VIRTUE OF THIS ORDER, IS UNDER AN OBLIGATION TO PAY CHILD SUPPORT OR ENTITLED TO POSSESSION OF OR ACCESS TO A CHILD.**

**FAILURE BY A PARTY TO OBEY THE ORDER OF THIS COURT TO PROVIDE EACH OTHER PARTY, THE COURT, AND THE STATE CASE REGISTRY WITH THE CHANGE IN THE REQUIRED INFORMATION MAY RESULT IN FURTHER LITIGATION TO ENFORCE THE ORDER, INCLUDING CONTEMPT OF COURT. A FINDING OF CONTEMPT MAY BE PUNISHED BY CONFINEMENT IN JAIL FOR UP TO SIX MONTHS, A FINE OF UP TO \$500 FOR EACH VIOLATION, AND A MONEY JUDGMENT FOR PAYMENT OF ATTORNEY'S FEES AND COURT COSTS.**

**NOTICE TO ANY PEACE OFFICER OF THE STATE OF TEXAS: YOU MAY USE REASONABLE EFFORTS TO ENFORCE THE TERMS OF CHILD CUSTODY SPECIFIED IN THIS ORDER. A PEACE OFFICER WHO RELIES ON THE TERMS OF A COURT ORDER AND THE OFFICER'S AGENCY ARE ENTITLED TO THE APPLICABLE IMMUNITY AGAINST ANY CLAIM, CIVIL OR OTHERWISE, REGARDING THE OFFICER'S GOOD FAITH ACTS PERFORMED IN THE SCOPE OF THE OFFICER'S DUTIES IN ENFORCING THE TERMS OF THE ORDER THAT RELATE TO CHILD CUSTODY. ANY PERSON WHO KNOWINGLY PRESENTS FOR ENFORCEMENT AN ORDER THAT IS INVALID OR NO LONGER IN EFFECT COMMITS AN OFFENSE**

**THAT MAY BE PUNISHABLE BY CONFINEMENT IN JAIL FOR AS LONG AS TWO YEARS AND A FINE OF AS MUCH AS \$10,000.**

Pursuant to Section 105.007 of the Texas Family Code, **IT IS ORDERED** that whenever notice is required to be given, [Name of Petitioner] and [Name of Respondent] shall inform each other, this Court, and the state case registry of an intended change in any of the information required as long as any person, as a result of the order, is under an obligation to pay child support or is entitled to possession of or access to a child. **IT IS FURTHER ORDERED** that notice of the intended change be given at the earlier of (1) the 60th day before the date the party intends to make the change; or (2) the fifth day after the date that the party knew of the change, if the party did not know or could not have known of the change in sufficient time to comply with (1) above.

Pursuant to Section 105.007 of the Texas Family Code, **IT IS ORDERED** that a party shall comply with this Order by giving written notice to each other party of an intended change in the party's current residence address, mailing address, home telephone number, name of employer, address of employment, and work telephone number. **IT IS FURTHER ORDERED** that the party must give written notice by registered or certified mail. Notice to this Court may also be given by delivering a copy of the notice in person to the clerk of this Court. Notice to the state case registry shall be given by delivery of a copy of the notice to State Case Registry, Contract Services Section, MC046S, P.O. Box 12017, Austin, Texas 78711-2017.

**THE COURT MAY MODIFY THIS ORDER THAT PROVIDES FOR THE SUPPORT OF A CHILD, IF:**

**(a) THE CIRCUMSTANCES OF THE CHILD OR A PERSON AFFECTED BY THE ORDER HAVE MATERIALLY AND SUBSTANTIALLY CHANGED; OR**

**(b) IT HAS BEEN THREE YEARS SINCE THE ORDER WAS RENDERED OR LAST MODIFIED AND THE MONTHLY AMOUNT OF THE CHILD SUPPORT AWARD UNDER THE ORDER DIFFERS BY EITHER 20 PERCENT OR \$100 FROM THE AMOUNT THAT WOULD BE AWARDED IN ACCORDANCE WITH THE CHILD SUPPORT GUIDELINES.}**

### **Property**

*{Property spelled out in agreement incident to divorce: The parties stipulate that they have entered into an Agreement Incident to Divorce; that document contains all provisions relating to the disposition of the parties' marital estate. The parties, through their signatures below, stipulate and judicially admit that the terms of their Agreement Incident to Divorce is a just and right division of their marital estate. The Court accepts their stipulation as a finding of the Court, and approves their agreement and incorporates it by reference as a part of this Decree. The parties are*

**FURTHER ORDERED** to take any necessary actions to effectuate that agreement. A copy of the agreement [has been filed with the Court/has not been filed with the Court in accordance with Texas Family Code Section 7.006(b)].}

*{No community property: The Court finds that no community property other than personal effects has been accumulated by the parties.*

**IT IS ORDERED AND DECREED** that the personal effects of the parties are awarded to the party having possession.}

**{[Name of Petitioner]’s Separate Estate**

**IT IS ORDERED AND DECREED** that *{List division of property and debt: the following property}* *{attach property schedules: the property described on the attached "Schedule of [Name of Petitioner]'s Separate Property"}* is confirmed as the sole and separate property of [Name of Petitioner]:

[description of each asset]}

**{[Name of Respondent]’s Separate Estate**

**IT IS ORDERED AND DECREED** that *{List division of property and debt: the following property}* *{attach property schedules: the property described on the attached "Schedule of [Name of Respondent]'s Separate Property"}* is confirmed as the sole and separate property of [Name of Respondent]:

[description of each asset]}

*{Community property: The Court finds that the following is a just and right division of the parties’ marital estate, having due regard for the rights of each party {children: and the child[ren] of the marriage}.*

**Property Awarded to Petitioner**

**IT IS ORDERED AND DECREED** that Petitioner, [Name of Petitioner], is awarded the following as Petitioner’s sole and separate property, and Respondent, [Name of Respondent], is divested of all right, title, interest, and claim in and to that property:

**1.(P). Real Property.** The following real property, including but not limited to any escrow funds, prepaid insurance, utility deposits, keys, house plans, home security access and code, garage door opener, warranties and service contracts, and title and closing documents:

Real Property located at [address] and further described as [legal description]. *{mortgage to Petitioner: Petitioner shall assume the following indebtedness which is secured by the real property and which is more fully described below:*

Creditor:

Original Amount: }

**2.(P). Mineral Interests:** The following described mineral interests:

Name of mineral interest/lease/well:

Type of interest:

Legal description:

**3.(P). Other Real Property-Related Assets.** The following assets or property rights related to real property:

Description of asset or property right:

Ownership percentage:

*{all household to party in possession: 4.(P). **Household Furniture and Furnishings.** All household furniture, furnishings, fixtures, goods, art objects, collectibles, appliances, and equipment in the possession of Petitioner or subject to Petitioner's sole control.*

*{specific household: 4.(P). **Household Furniture and Furnishings.** The following furniture, furnishings, fixtures, goods, art objects, collectibles, appliances, and equipment:*

[description]

**5.(P). Personal Effects.** All clothing, jewelry, and other personal effects in the possession of Petitioner or subject to Petitioner's sole control.

*{all cash and bank accounts to party in possession or whose name is on account:*

**6.(P). Cash and Bank Accounts.** All sums of cash in the possession of Petitioner or subject to Petitioner's sole control, including funds on deposit, together with accrued but unpaid interest, in banks, savings institutions, or other financial institutions, which accounts stand in Petitioner's sole name or from which Petitioner has the sole right to withdraw funds or which are subject to Petitioner's sole control.

*{specified cash and accounts:* **6.(P). Cash and Bank Accounts.** All funds on deposit, together with accrued but unpaid interest, in the following banks, savings institutions, or other financial institutions:

[description]

**7.(P). Safe Deposit Box.** The contents of safe deposit box number [number] at [name of bank].

**8.(P). Storage Facility.** The contents storage unit number [number] at [name of facility], [address of facility].

**9.(P). Life Insurance.** All policies of life insurance (including cash values) insuring Petitioner's life.

**10.(P). Life Insurance.** The following life insurance policies:

Company: [Name of company]

Policy number: [number]

**11.(P). Brokerage Accounts.** All brokerage accounts, stocks, bonds, mutual funds, and securities registered in Petitioner's name, together with all dividends, splits, and other rights and privileges in connection with them.

**12.(P). Stocks, Bonds, Securities.** The following stocks, bonds, and securities, together with all dividends, splits, and other rights and privileges in connection with them:

Name:

Number of shares:

Certificate numbers:

Name of issuer:

Denomination:

Serial number:

**13.(P). Brokerage Accounts.** The following brokerage accounts:

Firm Name:

Address:

Account number:

**14.(P). Stock Options.** The following stock options:

Name of company:

Number of options:

**15.(P). Restricted Stock.** The following restricted stock:

Name of company:

Number of options:

**16.(P). Employee Stock Purchase Plan.** The following employee stock purchase plan:

Name of company:

Number of shares/units:

**17.(P). Annuities.** The following annuities, together with all dividends, payments, and other rights and privileges in connection with them:

Company name:

Policy number:

**18.(P). Vehicle.** The [year] [make] [model] motor vehicle, vehicle identification number [number], together with all prepaid insurance, keys, and title documents.

**19.(P). Contingent Asset.** [description of each contingent asset]

**20.(P). Receivable.** [description of each receivable]

**21.(P). Trust Property.** [description of each property held in trust]

**22.(P). Travel Benefit.** [description of travel award benefit]

**23.(P). Miscellaneous.** [description of property in possession of Petitioner].

**24.(P). Miscellaneous.** [description of property in possession of Respondent].

**25.(P). Electronics and Computers.** The following:

[description of electronics in possession of Petitioner]

[description of electronics in possession of Respondent]

**26.(P). Antiques, Artwork, and Collections.** The following:

[description of antiques in possession of Petitioner]

[description of antiques in possession of Respondent]

**27.(P). Sporting Goods and Firearms.** The following:

[description of sporting goods in possession of Petitioner]

[description of sporting goods in possession of Respondent]

**28.(P). Jewelry and Other Personal Items.** The following:

[description of jewelry in possession of Petitioner]

[description of jewelry in possession of Respondent]

**29.(P). Livestock and Pets.** The following:

[description of livestock in possession of Petitioner]

[description of livestock in possession of Respondent]

**30.(P). Digital Assets.** The following:

[description of digital assets in possession of Petitioner]

[description of digital assets in possession of Respondent]

**31.(P). Virtual Assets.** The following:

[description of virtual assets in possession of Petitioner]

[description of virtual assets in possession of Respondent]

**32.(P). Health Savings Account.** [description of health savings account]

**33.(P). Medical Savings Account.** [description of medical savings account]

**34.(P). Membership.** [description of club membership]

**35.(P). Bonus.** All amounts paid as a bonus to [party receiving bonus] by [issuer of bonus] for the period beginning [date] and ending [date].

**36.(P). Business Interest.**

*{if General/Other: All of the parties' interests in the business known as [name], including but not limited to all share certificates or other indices of ownership and all furniture, fixtures, machinery, equipment, inventory, cash, receivables, accounts, goods, and supplies; all personal property used in connection*

with the operation of the business; and all rights and privileges, past, present, or future, arising out of or in connection with the operation of the business.

*If Corporation:* [number] shares in the corporation known as [name].

*If Partnership:* A [percentage] [name].

*If LLC:* A [percentage] percent membership interest in the limited liability company known as [name].

*If Sole Proprietorship:* The sole proprietorship known as [name], including but not limited to its name, goodwill, receivables, claims, and all furniture, fixtures, machinery, equipment, inventory, accounts, goods, supplies, and personal property used in connection with the operation of the business.}

**37.(P). Income Tax Refunds**

Income tax year for the refund: [year]

Amount of income tax refund: \$[amount]

**38.(P). Estimated Tax Payments**

Applicable income tax year: [year]

Amount of estimated payments made :\$[amount]

**39.(P). Income Tax Carryover/Carryforward**

Applicable income tax year:

Amount of income tax carryover/carryforward: \$

**40.(P). Profit-sharing, Retirement, and Other Employee Benefits.** All sums, whether matured or unmatured, accrued or unaccrued, vested or otherwise, together with all increases thereof, the proceeds therefrom, and any other rights related to any profit-sharing plan, retirement plan, Keogh plan, pension plan,

employee stock option plan, 401(k) plan, employee savings plan, accrued unpaid bonuses, disability plan, or other benefits existing by reason of Petitioner's past, present, or future employment.

**41.(P). IRA, Annuities, and Employee Pensions.** All individual retirement accounts, simplified employee pensions, annuities, and variable annuity life insurance benefits in Petitioner's name.

**42.(P). Defined Contribution Plan.** The [name of company] defined contribution retirement plan.

**43.(P). Defined Benefit Plan.** The [name of company] defined benefit retirement plan.

**44.(P). IRA Account.** All assets in the IRA account held under account number [number] at [name of bank].

**45.(P). Military Retirement.** All retirement benefits arising out of [name]'s service in the [branch].

**46.(P). Nonqualified Retirement Plan.** All assets in the nonqualified retirement plan held under account number [number] at [name of bank].

**47.(P). Government Retirement.** All retirement benefits arising out of the [name of plan] retirement plan from [name]'s government employment.

**48.(P). Deferred Compensation.** All assets and benefits in the form of deferred compensation from [description of benefit - Petitioner].

**49.(P). Deferred Compensation.** All assets and benefits in the form of deferred compensation from [description of benefit - Respondent].

**50.(P). Defined Contribution Plan.**

*{Petitioner's: [Name of Petitioner]'s retirement benefits in [name of company] arising out of Petitioner's employment with [name of employer], subject to the portion of this plan awarded to Respondent below.}*

*{Respondent's: A portion of [Name of Respondent]'s retirement benefits in [name of company] arising out of Respondent's employment with [name of employer] as of the date that the Final Decree of Divorce is signed by the Court, that portion being [award terms], together with any interest, dividends, gains, or losses on that amount arising since that date and more particularly defined in a Qualified Domestic Relations Order signed by the Court on the day this Final Decree of Divorce is signed.}*

**51.(P). Defined Benefit Plan.**

*Petitioner's: [Name of Petitioner]'s retirement benefits in [name of company] arising out of Petitioner's employment with [name of employer], subject to the portion of this plan awarded to Respondent below.}*

*{Respondent's: A portion of [Name of Respondent]'s retirement benefits in [name of company] arising out of Respondent's employment with [name of employer] as of the date that the Final Decree of Divorce is signed by the Court, that portion being [account name], together with any interest, dividends, gains, or losses on that amount arising since that date and more particularly defined in a Qualified Domestic Relations Order signed by the Court on the day this Final Decree of Divorce is signed.}*

**52.(P). Military Retirement.**

*{Petitioner: [Name of Petitioner]’s retirement benefits arising out of Petitioner’s service with the [branch], subject to the portion of such benefits awarded to Respondent below.}*

*{Respondent: A portion of [Name of Respondent]’s retirement benefits arising out of Respondent’s service with the [branch] as of the date that the Final Decree of Divorce is signed by the Court, that portion being [award terms], together with any interest, dividends, gains, or losses on that amount arising since that date and more particularly defined in a Qualified Domestic Relations Order signed by the Court on the day this Final Decree of Divorce is signed.}*

**53.(P). Government Retirement Plan.**

*{Petitioner: [Name of Petitioner]’s retirement benefits in [name of plan] arising out of Petitioner’s government employment, subject to the portion of such benefits awarded to Respondent below.}*

*{Respondent: portion of [Name of Respondent]’s retirement benefits in [name of plan] arising out of Respondent’s government employment as of the date that the Final Decree of Divorce is signed by the Court, that portion being [award terms], together with any interest, dividends, gains, or losses on that amount arising since that date and more particularly defined in a Qualified Domestic Relations Order signed by the Court on the day this Final Decree of Divorce is signed.}*

**54.(P). Deferred Compensation.** Petitioner’s [description of benefit], subject to the portion of such benefits awarded to Respondent below.

**55.(P). Deferred Compensation.** A portion of [Name of Respondent]’s [description of benefit], that portion being [award terms], together with any interest, dividends, gains, or losses on that amount arising since that date and more

particularly defined in a Qualified Domestic Relations Order signed by the Court on the day this Final Decree of Divorce is signed.

**56.(P). Other Property.** [description of any other property]

### **Property Awarded to Respondent**

**IT IS ORDERED AND DECREED** that Respondent, [Name of Respondent], is awarded the following as Respondent's sole and separate property, and Petitioner, [Name of Petitioner], is divested of all right, title, interest, and claim in and to that property:

*{same as above for Petitioner}*

### **Obligations to Petitioner**

**IT IS ORDERED AND DECREED** that Petitioner, [Name of Petitioner], shall pay, as a part of the division of the estate of the parties, and shall indemnify and hold Respondent, [Name of Respondent], and Respondent's property harmless from any failure to so discharge, these liabilities:

**1.(P). Mortgage.** The balance due, including principal, interest, tax, and insurance escrow, on the promissory note executed by [maker of the note], in the original principal sum of \$[amount], dated [date], payable to [name of mortgage company], and secured by deed of trust on the real property awarded in this decree to Petitioner, which is recorded at [volume [volume], page [page], Deed of Trust Records/Clerk's File No. [number], Official Public Records] of [county] County, Texas.

**2.(P). Debt Secured by Lien on Real Property.** The balance due, including principal, interest, tax, and insurance escrow, on the promissory note executed by [name of maker], in the original principal sum of \$[amount], dated [date], payable

to [name of lender], and secured by deed of trust on the real property awarded in this decree to Petitioner, which is recorded at [volume [volume], page [page], Deed of Trust Records/Clerk's File No. [number], Official Public Records] of [county] County, Texas.

**3.(P). Vehicle Loan.** The balance due, including principal, interest, and all other charges, on the promissory note payable to [name of creditor], and given as part of the purchase price of and secured by a lien on the [year] [make] [model] motor vehicle awarded to Petitioner.

**4.(P). Credit Card[s].** The balance due, including principal, interest, and all other charges, on the following credit card[s]:

[Name of credit card] with the last four digits [number]

[custom award provision]

**5.(P). Tax.** The balance due, including any interest, penalties and all other charges, on the [description of tax liability].

**6.(P). Contingent Liability to [name].** Any amounts of principal, interest, penalties and all other charges, which may become payable on the [description of contingent liability].

**7.(P). Pledge to [name of recipient].** The balance due on the pledge to [name of recipient].

*{Petitioner: 8.(P). Attorney's Fees. [description of fees] in the amount of \$[amount].}*

*{Respondent: 9.(P). Attorney's Fees. [description of fees] in the amount of \$[amount].}*

*{Petitioner: 10.(P). **Professional Fees.** [description of fees] in the amount of \$[amount].*

*{Respondent: 11.(P). **Professional Fees.** [description of fees] in the amount of \$[amount].*

**12.(P). Other Debt.** The following debts, charges, liabilities, and obligations:

Creditor: [Name]

Account number ending with: [number]

Approximate balance: \$[amount]

### **Obligations to Respondent**

*{same as above for Petitioner}*

### **Sale of Residence**

**IT IS FURTHER ORDERED AND DECREED** that the property and all improvements located thereon at [legal description], and more commonly known as [full address], shall be sold under the following terms and conditions:

*{Sell without a broker: (a) The parties shall attempt to sell the property without its being listed with a duly licensed real estate broker.}*

*{Sell with a broker: (b) The parties shall list the property with a duly licensed real estate broker having sales experience in the area where the property is located, provided further that the real estate broker shall be an active member in the [Name of company].}*

(c) The property shall be sold for a price that is mutually agreeable to Petitioner and Respondent. If Petitioner and Respondent are unable to agree on a sales price, on the application of either party, the property

shall be sold under terms and conditions determined by a court-appointed receiver.

(d) [Name of responsible party] shall continue to make all payments of principal, interest, taxes, and insurance on the property during the pendency of the sale, and [Name of party in possession of property] shall have the exclusive right to enjoy the use and possession of the premises until closing. All maintenance and repairs necessary to keep the property in its present condition shall be paid by [Name of responsible party].

(e) The net sales proceeds (defined as the gross sales price less cost of sale and full payment of any mortgage indebtedness or liens on the property) shall be distributed as follows: [details of proceeds distribution].

### **Sale of Real Property**

**IT IS FURTHER ORDERED AND DECREED** that the following property shall be sold under the terms and conditions indicated:

Property:

Sale terms:

Distribution of proceeds:

### **Sale of Property**

**IT IS FURTHER ORDERED AND DECREED** that the following property shall be sold under the terms and conditions indicated:

Property:

Sale terms:

Distribution of proceeds:

### **Other Property Provisions**

[Description of property]. **IT IS FURTHER ORDERED** that [description of provision]

### **Other Debt Provisions**

[Description of debt]. **IT IS FURTHER ORDERED** that [debt provision]

### **Other Retirement Provisions**

[Description of IRA] (IRA/SEP). **IT IS FURTHER ORDERED** that [percentage of IRA to Petitioner]

[Description of non-qualified plan] (Nonqualified Retirement Plan). **IT IS FURTHER ORDERED** that [description of disposition]

### **{Owely lien: Owely of Partition**

The Court finds that it is necessary to impose an encumbrance for owely of partition against the entirety of the homestead property the Court has awarded to [Name of petitioner/respondent], by the terms of the Final Divorce Decree, to secure payment of the debt resulting from the award of the property described as follows: [legal description].

**IT IS ORDERED AND DECREED** that an encumbrance for owely of partition shall be imposed against the entirety of the homestead property described above, securing debt payable to [Name of party receiving payment] from [Name of party executing owely] in the amount of [amount spelled out] (\$[amount]), with an interest rate of [interest rate] per cent per year, and shall be payable as follows: [terms of payment].

**IT IS FURTHER ORDERED AND DECREED** that [Name of party executing owely] shall sign a note payable to [Name of party receiving payment] in the

amount of the debt specified above and payable according to the terms specified above along with a deed of trust to secure payment of the owelty of partition debt.

**IT IS FURTHER ORDERED AND DECREED** that this imposition of an encumbrance for owelty of partition is part of the division of the parties' community property and does not constitute, nor shall its existence be interpreted as, any form of spousal maintenance [or alimony/, alimony, or child support].}

*{Equalization judgment: **Judgment to Equalize Division***

The Court finds that, in order to achieve a just and right division of the parties' community property, it is necessary to award judgment for [party to whom judgment is awarded] against [party against whom judgment is ordered] in the amount of [amount spelled out] (\$[amount]), with interest at the rate of [interest rate] percent per year.

**IT IS ORDERED AND DECREED** that [party to whom judgment is awarded] is awarded judgment against [party against whom judgment is ordered] in the amount of [amount spelled out] (\$[amount]) with interest at the rate of [interest rate] percent per year, compounded annually from the date of judgment, for which let execution issue. **IT IS FURTHER ORDERED AND DECREED** that this judgment is part of the division of the parties' community property and does not constitute, nor shall its existence be interpreted as, any form of spousal maintenance [or alimony/, alimony, or child support].}

**{Equalization Note and Lien**

The Court finds that, in order to achieve a just and right division of the parties' community property, it is necessary to award a cash payment to [party

awarded] in the amount of [amount spelled out] (\$[amount]), to be paid by against [party to pay] with interest at the rate of [interest rate] percent per year.

**IT IS ORDERED** that [party to pay] shall execute a vendor's lien promissory note payable to [party awarded] in the amount of [amount spelled out] (\$[amount]) and bearing interest at [interest rate] percent per year, compounded annually. Such note shall be payable according to the following terms: [terms of payment].

**IT IS ORDERED** that [party to pay] shall execute [instruments to be signed] creating liens against the following described property to secure payment of the note: [Property securing payment]}

### **{Reimbursement**

The Court finds that [conferring estate] estate is entitled to reimbursement from [benefiting estate] estate for [basis] and that [party] is entitled to judgment in the amount of [spelled out amount] (\$[amount]) and that an equitable lien on property awarded herein should be created to secure such judgment.

**IT IS ORDERED AND DECREED** that [party to receive reimbursement] is awarded judgment against [party to pay reimbursement] in the amount of [amount spelled out] (\$[amount]), with interest at the rate of [interest rate] percent per year, compounded annually from the date of judgment. Such judgment, along with accrued interest, is immediately due and payable, for which let writ of execution issue.

**IT IS FURTHER ORDERED** that an equitable lien in favor of [party to receive reimbursement] to secure such judgment and all accrued interest is created against [property on which lien is imposed]. **IT IS FURTHER ORDERED AND DECREED** that this award for reimbursement is part of the division of the parties' community

property and does not constitute, nor shall its existence be interpreted as, any form of spousal maintenance [or alimony/, alimony, or child support].

*{Promissory note required: **IT IS ORDERED** that [party to pay reimbursement] shall execute a promissory note in the amount of [amount spelled out] (\$[amount]) payable to [party to receive reimbursement]. Said note shall bear interest at the rate of [interest rate] percent per year, compounded annually and shall be payable according to the following terms: [terms of promissory note].*

*{Security for reimbursement note: **IT IS FURTHER ORDERED** that [party to receive reimbursement] shall execute [instruments to secure payment] to secure payment of the note.}}*

The reimbursement claim has been satisfied as part of the just and right division of property set forth herein.

### **{Fraud on the Community**

The Court finds that [party receiving judgment] is entitled to judgment against [party that committed fraud] in the amount of [amount spelled out] (\$[amount]), with interest at the rate of [interest rate] percent per year, in satisfaction of [Name of party receiving judgment]'s claim for fraud on the community.

**IT IS ORDERED** that [Name of party receiving judgment] is awarded judgment in satisfaction of [Name of party receiving judgment]'s claim for fraud on the community against [party that committed fraud] in the amount of [amount spelled out] (\$[amount]), with interest at the rate of [interest rate] percent per year, compounded annually from the date of judgment, for which let execution issue. **IT IS ORDERED** that this judgment is part of the division of the parties' community

property and does not constitute, nor shall its existence be interpreted as, any form of spousal maintenance [or alimony/, alimony, or child support].

*{Equitable lien granted:* The Court finds that an equitable lien to secure the judgment for fraud on the community would be just, equitable and appropriate. Accordingly, **IT IS ORDERED** that [Name of party receiving judgment] is granted an equitable lien on [property description] until the entire judgment, plus accrued interest, is paid in full.}

*{Promissory note:* **IT IS ORDERED** that [party to pay judgment] shall execute a promissory note payable to [Name of party receiving judgment] in the amount of [amount spelled out] (\$[amount]) bearing interest at the rate of [interest rate] per cent per year, compounded annually. Said note shall be payable according to the following terms: [terms of promissory note].}

*{Security instruments:* **IT IS ORDERED** that [party to pay judgment] shall execute [instruments to be executed] to secure payment of the note.}}}

### **{Miscellaneous Debts**

**IT IS ORDERED AND DECREED** that, as part of the division of the parties' marital estate, all debts, charges, liabilities, and obligations incurred by either party on or after [date], except as otherwise allocated in this Decree, are to be paid by the party incurring the debt, and that party shall indemnify and hold harmless the other party and his or her property from any failure to discharge such debt.}

### *{Exclusive use of credit cards:* **Credit Cards**

*{Petitioner has exclusive use:* **IT IS ORDERED AND DECREED** that [Name of Petitioner] shall have exclusive use and control of, and [Name of Respondent] is

enjoined from using, incurring any indebtedness, or exercising any control over, the following credit card[s] and associated credit card account[s]:

*{list all}* [Type of credit card] credit card issued by [name of company], in the name of [Name on credit card], card number ending in [last four digits].

*{Respondent to return credit card: IT IS ORDERED* that, within [number] [day/days] of entry of this Decree, [Name of Respondent] shall destroy the [last four digits] credit card listed above that is in [Name of Respondent]'s possession.}}

*{Respondent has exclusive use: IT IS ORDERED AND DECREED* that [Name of Respondent] shall have exclusive use and control of, and [Name of Petitioner] is enjoined from using, incurring any indebtedness, or exercising any control over, the following credit [card[s] and associated credit card [account[s]:

*{list all: [Type of credit card] credit card issued by [name of company], in the name of [Name on credit card], card number ending in [last four digits].*

*{Petitioner to return credit card: IT IS ORDERED* that, within [number] [day/days] of entry of this Decree, [Name of Petitioner] shall destroy the [last four digits] credit card listed above that is in [Name of Petitioner]'s possession.}}

*{Both parties prohibited from credit card use: IT IS ORDERED AND DECREED* that [Name of Petitioner] and [Name of Respondent] are enjoined from using or incurring any indebtedness on the following credit card[s] and associated credit card [account/accounts]:

*{list all: [Type of credit card] credit card issued by [name of company], in the name of [Name on credit card], card number ending in [last four digits],}}*

### **{Undisclosed Property**

**IT IS ORDERED AND DECREED** that any undisclosed property of the parties with a gross fair market value of \$[amount] is awarded to the party not in possession or control of that property.}

### **Secured Debt Not Specifically Assumed**

**IT IS ORDERED AND DECREED** that, as part of the division of the parties' marital estate, all secured debt (i.e., encumbrances, ad valorem taxes, liens, assessments, or other charges, whether or not due, accrued or matured), on all property, real and personal, awarded by the terms of the Final Decree of Divorce, except as otherwise allocated in this Decree, are to be paid by the party awarded property secured as collateral, and that party shall indemnify and hold harmless the other party and his or her property from any failure to discharge those secured debts.

### **Unsecured Debt Not Specifically Assumed**

**IT IS FURTHER ORDERED AND DECREED** that, as part of the division of the parties' marital estate, any unsecured debt (e.g., credit card debt, promissory note, unsecured line of credit, attorney's fees, medical expenses, and legal judgments) not expressly assumed by a party under this Final Decree of Divorce is to be paid by the party incurring the debt, and that party shall indemnify and hold harmless the other party and his or her property from any failure to discharge that debt.

## **{Execution of Instruments**

*{Petitioner to execute property documents:* [Name of Petitioner] is **ORDERED** to appear at [address] on [date] at [time], to execute, have acknowledged, and deliver to [Name of Respondent], the following instruments: *{Select needed documents:*

- (a) Special Warranty Deed;
- (b) Special Warranty Deed with Encumbrance for Owelty of Partition;
- (c) Real Estate Lien Note;
- (d) Deed of Trust;
- (e) Deed of Trust to Secure Assumption;
- (f) Deed of Trust with Owelty Lien;
- (g) Deed without Warranty;
- (h) Assignment of Escrow Funds Letter;
- (i) Assignment of Insurance Coverage;
- (j) Assignment of Utility Deposits;
- (l) Power of attorney to transfer motor vehicle;
- (m) Stock Transfer Certificate;
- (n) Operating Trust Agreement for Jointly Owned Property after Divorce;
- (o) Security Agreement with Collateral Pledge;
- (p) Assignment of Interest;}

*{Respondent to execute property documents: [Name of Respondent] is*  
**ORDERED** to appear at [address] on [date] at [time], to execute, have  
acknowledged, and deliver to [Name of Petitioner], the following instruments:

- (a) Special Warranty Deed;
- (b) Special Warranty Deed with Encumbrance for Owelty of Partition;
- (c) Real Estate Lien Note;
- (d) Deed of Trust;
- (e) Deed of Trust to Secure Assumption;
- (f) Deed of Trust with Owelty Lien;
- (g) Deed without Warranty;
- (h) Assignment of Escrow Funds Letter;
- (i) Assignment of Insurance Coverage;
- (j) Assignment of Utility Deposits;
- (k) Certificate of title to motor vehicle;
- (l) Power of attorney to transfer motor vehicle;
- (m) Stock Transfer Certificate;
- (n) Operating Trust Agreement for Jointly Owned Property after Divorce;
- (o) Security Agreement with Collateral Pledge;
- (p) Assignment of Interest;}}

*{Property to be delivered to other party: Petitioner: [Name of Petitioner] is*  
**ORDERED** to deliver the following property to [Name of Respondent] at [address]  
on [date] at [time]:

The following motor vehicle[s], together with all keys, insurance policies,  
registration papers, and title documents:

*{list all: [year, make and model], vehicle identification number [VIN  
number],*

All title and closing documents, tax statements, insurance policies, house  
plans, drawings, models, surveys, warranties and service contracts, keys,  
garage door openers, and any other legal instruments or documents  
related to the property located at:

*{list all: [full address of real estate]*

The following property:

*{list all: [other property],}*

*{Respondent: [Name of Respondent] is* **ORDERED** to deliver the following  
property to [Name of Petitioner] at [address] on [date] at [time]:

The following motor vehicle, together with all keys, insurance policies,  
registration papers, and title documents:

*{list all} [year, make and model], vehicle identification number [VIN  
number],*

All title and closing documents, tax statements, insurance policies, house  
plans, drawings, models, surveys, warranties and service contracts, keys,

garage door openers, and any other legal instruments or documents related to that property located at:

*{list all: [full address of real estate]}*

The following property:

*{list all: [other property],,}*

**IT IS ORDERED** that this Final Decree of Divorce shall serve as a muniment of title for the purpose of transferring ownership of any property awarded to any party in this Decree.

*{Spousal benefits: **Continued Health Insurance***

**IT IS ORDERED** that, within 15 days of the signing of this Final Decree of Divorce, [party providing health insurance] shall provide written notice to [his/her] employer stating [party receiving health insurance]'s last known mailing address and informing the employer that [party receiving health insurance] is electing to continue coverage under the existing health insurance plan. **IT IS FURTHER ORDERED** that a copy of the notice shall be sent to [party receiving health insurance]. [party providing health insurance] is **ORDERED** to pay all premiums required to maintain the coverage in full force and effect until a new policy is issued in the name of [party receiving health insurance], at which time [party providing health insurance] shall be relieved of the obligation to pay any premium relating to [party receiving health insurance]'s coverage. [party providing health insurance] is **FURTHER ORDERED** to provide to [party receiving health insurance], within 15 days of the signing of this Final Decree of Divorce, a copy of the existing health insurance card and any explanation of benefits under the coverage.}

*{Petitioner: Designation of Beneficiary*

[Name of Petitioner] designates [Name of Respondent] as beneficiary of the following: [description of policies, accounts, plans, etc.].

**IT IS ORDERED** that this Final Decree of Divorce shall serve as a valid designation of beneficiary under Chapter 9, Subchapter C, of the Texas Family Code to confirm [Name of Respondent] as beneficiary of the above property after divorce.}

*{Respondent: Designation of Beneficiary*

[Name of Respondent] designates [Name of Petitioner] as beneficiary of the following: [description of policies, accounts, plans, etc.].

**IT IS ORDERED** that this Final Decree of Divorce shall serve as a valid designation of beneficiary under Chapter 9, Subchapter C, of the Texas Family Code to confirm [Name of Petitioner] as beneficiary of the above property after divorce.}}

*{Spousal maintenance: Spousal Maintenance*

The Court finds that [party to receive spousal maintenance] is eligible to receive maintenance pursuant to Chapter 8 of the Texas Family Code.

**IT IS ORDERED** that [party order to pay spousal support] shall pay as maintenance to [party to receive spousal maintenance] \$[amount] per month, with the first payment being due and payable on [date], and a like payment being due and payable on the [day of the month] day of each following month until the earliest occurrence of one of the following events:

- (a) [date payments will end];
- (b) the death of either [Name of Petitioner] or [Name of Respondent];

- (c) the remarriage of [party to receive spousal maintenance]; or
- (d) a further order of the Court affecting the spousal maintenance obligation, including a finding that [party to receive spousal maintenance] cohabits with another person with whom [he/she] has a dating or romantic relationship in a permanent place of abode on a continuing basis.

*{Direct payment: **IT IS ORDERED** that payment shall be made by [party order to pay spousal support] directly to [party to receive spousal maintenance] by cash, cashier's check, or money order at the last known address provided to [party order to pay spousal support] by [party to receive spousal maintenance].}*

*{Payment to State Disbursement Unit: **IT IS ORDERED** that [party order to pay spousal support] shall make payments as maintenance for [party to receive spousal maintenance] under Section 8.062 of the Texas Family Code to the state disbursement unit as provided by Chapter 234 and in conjunction with child support ordered per Chapter 154 of the Texas Family Code.}*

*{Income withholding for payment: **IT IS ORDERED** that any employer of [party order to pay spousal support] shall withhold for the spousal maintenance of [party to receive spousal maintenance] from the disposable earnings of [party order to pay spousal support].}*

**IT IS FURTHER ORDERED** that credit against [party order to pay spousal support]'s spousal maintenance obligation ordered under this Decree shall be given for any amount withheld from [his/her] disposable earnings by an employer and paid pursuant to the order to that employer. [party order to pay spousal support]'s spousal maintenance obligation shall be discharged upon payment of the full amount of maintenance ordered to be paid by means of the ordered

withholding pursuant to this Decree. If the amount withheld from [party order to pay spousal support]'s earnings is less than the entire amount of maintenance ordered to be paid under this Decree, the remaining balance shall be a continuing obligation of [party order to pay spousal support]. **IT IS ORDERED** that [party order to pay spousal support] shall pay the balance due by cash, cashier's check, or money order at the last known address provided to [party order to pay spousal support] by [party to receive spousal maintenance].

**IT IS ORDERED** that if [party order to pay spousal support]'s employer's address changes, or if [party order to pay spousal support]'s employment terminates, [party order to pay spousal support] shall notify this Court and [party to receive spousal maintenance] of either event, by U.S. certified mail, return receipt requested, within 7 days after the occurrence of the event. Contained in the above notice, or as soon as new information becomes available, [party order to pay spousal support] is **FURTHER ORDERED** to provide this Court and [party to receive spousal maintenance], as applicable, with [party order to pay spousal support]'s current address, and the name and address of [party order to pay spousal support]'s current employer.

**IT IS ORDERED** that, on request of either [party order to pay spousal support] or [party to receive spousal maintenance], the clerk of this Court shall cause a certified copy of the order or writ for the Income Withholding for Spousal Maintenance to be delivered to [party order to pay spousal support]'s current, or any subsequent, employer. **IT IS FURTHER ORDERED** that the clerk of this Court shall attach, for the information of any employer, a copy of Chapter 8, Subchapter E, of the Texas Family Code, which specifies the rights and duties of employers relating to income withholding for spousal maintenance.}}

**IT IS ORDERED AND DECREED** that unless the payment of maintenance or alimony pursuant to the Internal Revenue Code is expressly authorized in this Final Decree of Divorce, no provision in this Decree shall be construed as alimony under the Internal Revenue Code.}

### **{Income Taxes**

#### **{Payment of Tax Liability for Year Prior to Divorce Finalization**

**IT IS ORDERED AND DECREED** that, except as otherwise expressly provided in this Decree, [shall each pay one half of/shall pay the entirety of] all federal income tax liabilities, including any deficiencies, assessments, penalties, or interest, relating to the parties' federal income tax liabilities incurred from [date of marriage] through December 31, [year], in compliance with the deadlines of the Internal Revenue Code.

**IT IS ORDERED AND DECREED** that a party shall indemnify and hold harmless the other party and his or her property from any deficiencies, assessments, penalties or interest levied relating to the first party's obligation to pay [50 percent/the entirety] of the federal income tax liabilities incurred during the marriage of the parties, but not if the additional tax, penalty, or interest was a consequence of the other party's failure to accurately claim deductions or to report all taxable income.}

#### **Filing of Taxes for Year of Divorce Finalization**

*{Final individual returns: IT IS ORDERED AND DECREED* that, for calendar year [year], [Name of Petitioner] and [Name of Respondent] shall each separately file an individual income tax return pursuant to the Internal Revenue Code.}

*{Partition of taxable income:* The parties, in order to determine income tax liability, agree and hereby partition, as the separate property of the respective spouses, all gains, losses, income, deductions, and credits earned or accumulated during the period of time beginning on January 1, [year], and ending on the date of divorce, which are derived from or attributable to:

- (a) A party's individual wages or earnings;
- (b) A party's separate property as awarded to that party in this decree;
- (c) A party's separate property as confirmed in this decree;
- (d) A party's property, whether separate or community property, listed in that party's sole name and owned by that party during [year] and before the date of the divorce and disposed of during [year], and before the date of divorce.

*{Specific property to be partitioned:* Notwithstanding the provisions stated above in item d., the parties, in order to determine income tax liability, agree and hereby partition, as the separate property of the respective spouses [percentage] percent to [Name of Petitioner] and [percentage] percent to [Name of Respondent] of all gains, losses, income, deductions, and credits earned or accumulated during [year] and before the date of the divorce for the following:

[description of the property]}

In accordance with the above partition, the parties further agree that all estimated tax withholdings, payments, and returns accruing from January 1, [year], through the date of divorce and associated with a party's portion of the agreed partition shall be that party's sole responsibility as if the same were that party's separate property.

Therefore, in accordance with the agreement of the parties, **IT IS ORDERED AND DECREED** that, in order to establish each party's tax liability, all gains, losses, income, deductions, and credits earned or accumulated during the period of time beginning on January 1, [year], and ending on the date of divorce with respect to all property allocated in items b. and c. above to a party and each such property disposed of during [year] and before the date of divorce, shall be considered to have been partitioned as that party's separate property as of January 1, [year], or as of the date of acquisition, if later.

**IT IS FURTHER ORDERED AND DECREED** that each party shall file a federal income tax return for the year of [year] in compliance with the Internal Revenue Code and the terms of this decree.}

**IT IS ORDERED AND DECREED** that except upon agreement of the parties to divide tax liability differently from that imposed by the Internal Revenue Code, each party shall indemnify and hold the other party and his or her property harmless from any tax liability owed on a party's individual tax return for [year].

#### **{Division of Tax Refund**

**IT IS ORDERED AND DECREED** that should the parties' federal income tax return for [year] or for any prior years of the marriage result in a refund of taxes, [Name of Petitioner] and [Name of Respondent] shall divide the tax refund equally. *{Constructive trustee: IT IS FURTHER ORDERED AND DECREED* that a party receiving a refund payment becomes the constructive trustee of one-half of the refunded amount for the other party and shall pay the other party, within 5 days of its receipt, one-half of the refunded amount.*}* **IT IS ORDERED** that upon request by the other party, a party shall cooperate in endorsing a tax refund check.*}*

## **{Preparation of Returns**

*{Provide information to each other: IT IS ORDERED AND DECREED* that each party shall provide to the other party all information requested for the preparation of the requesting party's [year] income tax return within 30 days of the receipt of a written request, and no later than March 1, [year]. Information relevant to the filing of income tax that is received after March 1, [year], shall be supplied to the other party within 10 days of receipt of such information.}

*{Providing information to tax preparer: IT IS ORDERED AND DECREED* that both parties shall work together to prepare separate income tax returns and shall supply [tax preparer] with all material documents necessary for the preparation of a [year] income tax return. **IT IS ORDERED** that material tax documents shall be delivered to the preparer no later than 10 days after a request has been made.}}

## **At Fault Party Liability**

**IT IS ORDERED** that any tax, penalty, or interest related to a party's failure to accurately claim deductions or to report all taxable income shall be paid by the party at fault. **IT IS ORDERED** that this Decree does not include a waiver of the rights provided to a party by the "Innocent Spouse" regulations of the Internal Revenue Code, and no provision in this Decree shall be construed as waiving, or is intended to waive, those rights.

## **Costs of Return Preparation**

**IT IS ORDERED** that payment of the costs of income tax preparation shall be made by *{each party pays own: each party for their own [year] tax return.}* *{one party pays for both: [party paying for tax prep] to the preparer of each tax return for [year].}*

### **{Retention of Records**

**IT IS ORDERED AND DECREED** that the financial records of the community estate of [Name of Petitioner] and [Name of Respondent] shall be saved by the parties for seven years after the date on which this Decree is signed. **IT IS ORDERED** that the parties retain the right to access and copy, within 5 days after receipt of written notice from the other party, any document material to an IRS examination, or the acquisition date or tax basis of an asset.}

### **{Reimbursement as Just and Right Division**

**IT IS ORDERED AND DECREED** that payments made to reimburse a party for payment of a federal income tax liability in accordance with the property division paragraphs in this Decree, are required for a just and right division of the parties' estate and shall not be considered to be income for the party to whom those payments are made.}}

### **{Name Change**

*{Petitioner granted name change: IT IS ORDERED AND DECREED* that [Name of Petitioner]'s name is changed to [new name].}

*{Respondent granted name change: IT IS ORDERED AND DECREED* that [Name of Respondent]'s name is changed to [new name].}}

### **{Permanent Injunction**

*{Petitioner enjoined: The Court finds that it is necessary and equitable to permanently enjoin [Name of Petitioner] from certain acts {child language: for the safety and welfare of the child[ren]} and **ORDERS** that the permanent injunction is **GRANTED.***

**IT IS ORDERED** that [Name of Petitioner], including [his/her] officers, agents, servants, employees, and attorneys, and those persons in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, is permanently enjoined from the following acts:

*{Permanent injunctions ordered against the Petitioner – select from the following:*

(a) intentionally communicating in person or in any other manner, including by telephone or another electronic voice transmission, video chat, in writing, or electronic messaging with [names of Respondent and children] by use of vulgar, profane, obscene, or indecent language or in a coarse or offensive manner, with intent to annoy or alarm [Names of protected Respondent and children];

(b) threatening [names of protected Respondent and children] in person or in any other manner, including by telephone or another electronic voice transmission, video chat, in writing, or electronic messaging, to take unlawful action against any person, intending by this action to annoy or alarm [names of Respondent and children];

(c) placing a telephone call, anonymously, at an unreasonable hour, in an offensive and repetitious manner, or without a legitimate purpose of communication with the intent to annoy or alarm [names of protected Respondent and children];

(d) intentionally, knowingly, or recklessly causing bodily injury to [names of protected Respondent and children];

- (e) threatening [names of protected Respondent and children] with imminent bodily injury;
- (f) disturbing the peace of [names of protected Respondent and children];
- (g) hiding or secreting the child[ren] from [Name of Respondent] or changing the child[ren]'s current place of residence without notice to [Name of Respondent];
- (h) making disparaging remarks regarding [Name of Respondent] or [his/her] family in the presence or within the hearing of the child[ren];
- (i) interfering with the possession of and access to [List of children] by [Name of Respondent], except as authorized by the Court or this Order;
- (j) going within [number] feet of the residence of [Respondent and/or children] at [address], except as authorized by the Court or this Order;
- (k) going within [number] feet of [name of employer], the current place of employment of [Name of Respondent], or any other place of employment of [Name of Respondent] at [address]}, except as authorized by the Court or this Order;
- (l) going within [number] feet of [name of business], the current business of [Respondent and/or children] at [address], or any other business of [Respondent and/or children], except as authorized by the Court or this Order;
- (m) going within [number] feet of the residence, child-care facility, or school which [List of children] normally attend or resides/attends or resides], except as authorized by the Court or this Order;

(n) [other injunctions];}}

*{Respondent enjoined:* The Court finds that it is necessary and equitable to permanently enjoin [Name of Respondent] from certain acts *{child language:* for the safety and welfare of the child[ren]} and **ORDERS** that the permanent injunction is **GRANTED**.

**IT IS ORDERED** that [Name of Respondent], including [his/her] officers, agents, servants, employees, and attorneys, and those persons in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, is permanently enjoined from the following acts:

- (a) intentionally communicating in person, by telephone or in writing with [Names of protected petitioner and children] by use of vulgar, profane, obscene, or indecent language or in a coarse or offensive manner, with intent to annoy or alarm [Names of protected petitioner and children];
- (b) threatening [Names of protected petitioner and children] in person, by telephone or in writing, to take unlawful action against any person, intending by this action to annoy or alarm [Names of protected petitioner and children];
- (c) placing a telephone call, anonymously, at an unreasonable hour, in an offensive and repetitious manner, or without a legitimate purpose of communication with the intent to annoy or alarm [Names of protected petitioner and children];
- (d) intentionally, knowingly, or recklessly causing bodily injury to [Names of protected petitioner and children];

- (e) threatening [Names of protected petitioner and children] with imminent bodily injury;
- (f) disturbing the peace of [Names of protected petitioner and children];
- (g) hiding or secreting the child[ren] from [Name of Petitioner] or changing the child[ren]'s current place of residence without notice to [Name of Petitioner];
- (h) making disparaging remarks regarding [Name of Petitioner] or [his/her] family in the presence or within the hearing of the child[ren];
- (i) interfering with the possession of and access to [List of children] by [Name of Petitioner], except as authorized by the Court or this Order;
- (j) going within [number] feet of the residence of [Petitioner and/or children] at [address], except as authorized by the Court or this Order;
- (k) going within [number] feet of [employer name], the current place of employment of [Name of Petitioner], or any other place of employment of [Name of Petitioner]: at [address];
- (l) going within [number] feet of [name of business], the current business of [Name of Petitioner] at [address], or any other business of [Name of Petitioner], except as authorized by the Court or this Order;
- (m) going within [number] feet of the residence, child-care facility, or school which [List of children] normally [attend[s] or reside[s]], except as authorized by the Court or this Order;
- (n) [other injunctions];}}

### **{False Allegations**

The Court finds that [name of party that brought false allegations]'s report alleging child abuse or neglect against [name of person accused], a party to this suit, was false and further finds that [name of party that brought false allegations] knew that the report lacked a factual foundation when [he/she] made it, therefore the Court deems the report to be a false report made knowingly. *{False report admissible as evidence: IT IS ORDERED* that evidence of this false report of child abuse is admissible in this suit regarding the terms of conservatorship of a child.*}* *{monetary penalty: IT IS [FURTHER] ORDERED* that [name of party that brought false allegations] shall pay to [name of person accused] a civil penalty in the amount of \$[amount].*}*

### **{Waiver of Writ**

[Name of Petitioner] and [Name of Respondent] waive issuance and service of the Writ of Injunction, by stipulation or as evidenced by the signatures below. **IT IS ORDERED** that [Name of Petitioner] and [Name of Respondent] shall be deemed to be duly served with the Writ of Injunction.*}*

### *{Ad litem/amicus attorney discharged: Discharge of [Representative[s]]*

The Court finds that [Name of the representative to serve on behalf of child or absent party] has completed all of the duties required by the appointment in this suit and Chapter 107 of the Texas Family Code and **ORDERS** that [Name of the representative to serve on behalf of child or absent party] is discharged from any further duties in this suit.*}*

### **{Agreement Incident to Divorce**

The Court finds that the parties have entered into an Agreement Incident to Divorce and that the agreement is just and right.

**IT IS ORDERED AND DECREED** that the Agreement Incident to Divorce of [Name of Petitioner] and [Name of Respondent] is approved and incorporated into this Final Decree of Divorce by reference.}

### **{Merger of Settlement Agreement**

The Court finds that the parties previously entered into [a mediated settlement/collaborative family law settlement/informal settlement conference agreements]. The parties agree that this Decree is a merger of said [mediated settlement agreement/collaborative family law settlement agreement] and the parties further agree that this Decree shall control in the event of any differences between the agreement[s] and this Decree.}

### *{Compliance with agreements: **Compliance With [Premarital Agreement/Post-nuptial Agreement/Partition and Exchange Agreement/Agreements]***

The terms of this Final Decree of Divorce are in compliance with the parties' [premarital agreement/post-nuptial agreement/partition and exchange agreement/agreements].}

### **Attorney Fees**

*{To be pay own fees: **IT IS ORDERED** that attorney's fees are to be borne by the party who incurred them.}*

*{Specific party to pay fees: The Court finds that good cause exists to award [Name of party awarded fees] the amount of \$[amount] for the reasonable and necessary attorney's fees and expenses incurred by [Name of party awarded fees] herein. **IT IS ORDERED** that [Name of attorney to be paid fees] is awarded a judgment of \$[amount] for reasonable and necessary attorney's fees against [Name of attorney to be paid fees], and that said judgment shall bear interest at the rate of*

[interest rate] percent per year, compounded annually, from the date of this Order until fully satisfied, for which let execution issue. **IT IS FURTHER ORDERED** that [Name of party to pay fees] shall make full payment on said judgment in the form of cash, money order, or by certified or bank guaranteed funds on or before [time and date].}

*{Fees paid through appeal: IT IS FURTHER ORDERED* that [Name of party awarded fees] is awarded a judgment for attorney's fees on appeal for the services of [Name of party awarded fees]'s attorney, [Name of attorney to be paid fees], in the amount of \$[amount]. The judgment will bear interest from the date mandate is issued by the appropriate court of appeal, at [interest rate] percent per year, compounded annually, for which let execution issue. **IT IS FURTHER ORDERED** that the judgment against [Name of party to pay fees] for attorney's fees on appeal is conditioned on [Name of party to pay fees]'s pursuit of an appeal that ultimately proves unsuccessful.

**IT IS FURTHER ORDERED** that [Name of party to pay fees] shall be entitled to a reduction of the judgment as stated below, for any applicable provisions:

- (a) \$[amount] if a petition for review is granted by the Supreme Court of Texas but oral argument is not granted.
- (b) \$[amount] if briefing on the merits is not requested by the Supreme Court of Texas.
- (c) \$[amount] if a responsive brief to the petition for review is not requested by the Supreme Court of Texas.
- (d) \$[amount] if a petition for review is not filed with the Supreme Court of Texas.

- (e) \$[amount] if there is no oral argument in the court of appeals.
- (f) \$[amount] if an appellate brief is not filed with the court of appeals.
- (g) \$[amount] if an appeal is not perfected to the court of appeals.}

*{Court costs: {Paid by specific party: **IT IS ORDERED** that all court costs incurred by [party awarded court costs] in prosecuting and defending [party to pay court costs]'s claims are taxed against [party to pay court costs], for which execution shall issue.}*

*{To be paid by party that incurred: **IT IS ORDERED** that all court costs are to be borne by the party who incurred them, for which execution shall issue if not paid.}*

*{Parties to split court costs: **IT IS ORDERED** that all court costs incurred shall be taxed as follows: [description of the request to split costs], for which execution shall issue if not paid.}}*

**{Fees for appointed representative: {Amicus and Ad litem: Attorney Fees for Appointed [Attorney Ad Litem/Amicus Ad Litem]}**

The Court finds that [Name of representative attorney] was appointed as [attorney ad litem/amicus attorney] and shall be entitled to recover reasonable and necessary attorney's fees and expenses in the amount of \$[amount] and **IT IS ORDERED** that such judgment of \$[amount] shall be paid directly to [Name of representative attorney] on or before [date], by cash, cashier's check, or money order by [party ordered to pay representative fees] [in equal parts/as follows: [description]].

**IT IS ORDERED** that post-judgment interest shall accrue at a rate of [interest rate] percent per annum compounded annually from the date of judgment until paid. **IT IS FURTHER ORDERED** that [Name of representative attorney] may enforce

the order for fees in the attorney's own name by any means available for the enforcement of a judgment for debt.}}

### **{Obligations Under Temporary Orders**

#### **{Temporary Order Obligation Release**

**IT IS ORDERED AND DECREED** that [Name of Petitioner] and [Name of Respondent] are released from all further liabilities and obligations prescribed by this Court in the Temporary Orders entered on [date].}

#### **{Confirmed Temporary Order Obligation**

**IT IS ORDERED AND DECREED** that all obligations and duties for temporary support {as well as [non-discharged obligations],} prescribed by this Court's Temporary Orders entered on [date], which are not satisfied as of the date of this Decree, shall survive and are confirmed by this judgment, and independent enforcement may be sought.}}

### **{Discovery Retention Requirement**

**IT IS ORDERED** that the parties shall retain the originals or exact copies of the discovery materials served and not required to be filed during the pendency of this suit for a period of [number] months and **IT IS FURTHER ORDERED** that such materials shall be retained while any related appellate proceedings are pending.}

#### ***{Discovery not retained: Discharge From Discovery Retention Requirement***

**IT IS ORDERED** that the parties and their attorney are discharged from the requirement to retain the originals or exact copies of the discovery materials served and not required to be filed during the pendency of this suit pursuant to Rule 191.4(d) of the Texas Rules of Civil Procedure.}

### **{Waiver of Discovery and Discharge From Discovery Retention Requirement**

Each party, by signing below, acknowledges that they have been fully apprised of their rights to conduct discovery in this matter - to freely seek out additional information to inform their decision making. Such possible discovery inquiries, include but are not limited to, required Initial Disclosures, Interrogatories, Request for Production seeking documents such as banking records, tax returns, retirement account information, earning information, titles to property, and similar documents that may provide evidence of other assets, income, or debts of the parties to this suit. Further, each party acknowledges that no formal discovery has been conducted in this case, and each party voluntarily waives the right to conduct any additional or formal discovery before entering into this Final Decree.

To the extent that any discovery materials have been submitted to their attorneys or to either party during the pendency of this suit, **IT IS ORDERED AND DECREED** that the parties and their respective attorneys are discharged from the requirement of keeping and storing the documents produced in this case in accordance with Rule 191.4(d) of the Texas Rules of Civil Procedure.}

### **{Release of Attorneys**

*{If opposing party represented by attorney:* The Court finds that [primary attorney], attorney for [Petitioner/Respondent], [Name of Petitioner/Respondent], and [list of opposing counsel], attorney[s] for [non client Petitioner/Respondent], [Name of non client Petitioner/Respondent], have fulfilled their professional and ethical obligations with respect to this cause of action and, upon entry of this Decree with the Court, should be and are therefore released as attorneys of record in this cause.}

*{if opposing party pro se: The Court finds that [primary attorney], attorney for [Petitioner/Respondent], [Name of Petitioner/Respondent], has fulfilled all professional and ethical obligations with respect to this cause of action and, upon entry of this Decree with the Court, should be and is therefore released as attorney of record for [Petitioner/Respondent] in this cause.}}*

### **{Tax Warning**

The parties acknowledge that they have been separately advised by their respective attorneys that there may be certain tax consequences pertaining to this Decree, that neither attorney has furnished tax advice with respect to this agreement, that each party has been directed and advised to obtain independent tax advice from qualified tax accountants or tax counsel prior to signing this Decree, and that the Internal Revenue Code may prevail over terms contained herein. The parties additionally acknowledge that they understand that failure to properly seek competent tax advice prior to the signing and entry of this Decree may lead to unintended and dire tax consequences.}

### *{Agreed Decree: **Agreement***

[Name of Petitioner] and [Name of Respondent] each acknowledge that prior to signing this Final Decree of Divorce, each has read the Decree in its entirety, had the opportunity to ask questions relating to the Decree and, accordingly, understands that the terms of this Final Decree of Divorce fully and completely resolve all issues in this suit. [Name of Petitioner] and [Name of Respondent], by signing below, further affirm that they believe that this agreed Final Decree of Divorce establishes a just and right division of the marital assets and debts, and each voluntarily affixes his or her signature to this Final Divorce and Decree, and

does so without being subject to any coercion or duress, or any agreement other than as expressly provided in this Decree.

[Name of Petitioner] and [Name of Respondent] each represents and warrants that prior to signing this Final Decree of Divorce, neither has incurred any debt, obligation or other liability, other than as expressly disclosed in this Decree, on which the other party is or may be found liable. [Name of Petitioner] and [Name of Respondent] each affirms that he or she, at his or her sole expense, will defend, indemnify and hold harmless, from all damages, the other party from any action, claim or proceeding commenced after the signing of this Decree, that seeks to hold that other party liable for a debt, obligation, liability, act, or omission or failure to act, by the affirming party, where the other party has not expressly assumed that debt, obligation, liability, act, or responsibility for the omission or failure to act by the affirming party. The term damages, as used above, includes, but is not limited to, any cost, expense, loss, penalty, or other amount, as well as attorney's fees, costs and expenses reasonably incurred in connection with enforcing this provision for indemnity.

[Name of Petitioner] and [Name of Respondent] each agrees and **IT IS ORDERED** that each party shall give prompt, written notice to the other party, of any threatened or instituted litigation against either party, which might serve as the basis for a claim for indemnity under this Final Decree of Divorce.

**IT IS ORDERED AND DECREED** that the indemnitor shall reimburse the indemnitee, after written demand and proof of payment by indemnitee, for any payment made by the indemnitee at any time after the Final Decree of Divorce is signed by this Court, to satisfy a judgment of a court of competent jurisdiction, or

as part of a bona fide compromise or settlement of claims, demands, or actions for any damages to which this indemnity applies.}

### **Relief Not Granted**

**IT IS FURTHER ORDERED** that all relief requested and not specifically granted by the Court above is **DENIED**.

### **Final Judgment**

This is a final judgment for which let execution, together with all writs and processes necessary to enforce this judgment, issue. All claims and all parties related to this suit are disposed of and resolved, with finality, under this judgment, which is appealable.

### **Clarifying Orders**

This Court retains the power to enforce or clarify the terms of this Decree. Such enforcement or clarification shall not alter or affect the finality of this Decree.

**SIGNED** on \_\_\_\_\_.

\_\_\_\_\_  
JUDGE PRESIDING

### **APPROVED AS TO FORM ONLY:**

[primary attorney signature block]

[other attorney and representative signature blocks]

*{Agreed Decree: APPROVED AND CONSENTED AS TO BOTH FORM AND  
SUBSTANCE:*

\_\_\_\_\_  
[Name of Petitioner], Petitioner

\_\_\_\_\_  
[Name of Respondent], Respondent}

[option for attachment of SPO]