

PRO SE **DIVORCE HANDBOOK**

"Representing Yourself in Family Court"

Produced And Distributed As A Public Service By
The Texas Young Lawyers Association And The State Bar of Texas
Last Updated: January 2014

IMPORTANT INFORMATION
- PLEASE READ THIS FIRST -

IN THE EVENT YOU OR ANY MEMBER OF YOUR FAMILY IS THE VICTIM OF DOMESTIC VIOLENCE, YOU SHOULD IMMEDIATELY CONTACT 1 (800) 799-SAFE (1-800-799-7233).

YOU SHOULD ALSO CONTACT A PRIVATE ATTORNEY OR YOUR LOCAL LEGAL AID PROVIDER BEFORE FILING FOR DIVORCE. THIS HANDBOOK AND THE PRO SE DIVORCE PROCESS MAY NOT BE APPROPRIATE FOR A DIVORCE WHERE DOMESTIC VIOLENCE IS INVOLVED. DOMESTIC VIOLENCE CAN INCLUDE PHYSICAL, MENTAL, EMOTIONAL AND VERBAL ABUSE.

The Texas Family Code (Section 71.004) defines Family Violence as: *(1) An act by a member of a family or household against another member of the family or household that is intended to result in physical harm, bodily injury, assault or sexual assault or that is a threat that reasonably places the member in fear of imminent physical harm, bodily injury, assault or sexual assault, but does not include defensive measures to protect oneself; (2) Abuse by a member of a family or household toward a child of the family or household; or (3) Dating violence (as defined by Texas Family Code Section 71.0021.)*

The Texas Council of Family Violence defines Battering (or Abuse) as: *A pattern of coercive control that one person exercises over another. Battering is a behavior that physically harms, arouses fear, prevents a woman from doing what she wishes or forces her to behave in ways she does not want. Battering includes the use of physical and sexual violence, threats and intimidation, emotional abuse and economic deprivation.*

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PRO SE DIVORCE HANDBOOK

"REPRESENTING YOURSELF IN FAMILY COURT"

The following information is not legal advice and is not a substitute for legal representation by an attorney. Be aware that Pro Se litigants must follow the same rules as those represented by attorneys.

Divorce is more than an emotional event; it is also a legal proceeding. Failing to protect your rights during a divorce, as with any legal matter, can have serious, long-term consequences. The most common issues resolved in a divorce include division of community property (and debt), determination of parental rights, possession and access of a child, and child support.

This handbook provides a general introduction to representing yourself in a simple (uncontested) divorce. Although you have the legal right to represent yourself in any court proceeding, the process can be quite complex and, if at all possible, it is recommended that you have an attorney represent your interests, especially if domestic violence, child custody or large amounts of property are involved.

A "Pro Se" Litigant is a person who appears on his or her own behalf in court, without a lawyer. Whether you are Pro Se or represented by an attorney, there are specific rules and deadlines that you will be expected to follow. Some of these rules and deadlines will be addressed in this handbook. However, should you choose to represent yourself, you will also need to consult all relevant and current law, including the current version of the Texas Rules of Civil Procedure, the Texas Civil Practice and Remedies Code, the Texas Family Code, and the local rules for the county in which your divorce is pending. You can visit your county law library in your county courthouse, or go online at www.capitol.state.tx.us to find these resources.

THINGS TO KNOW BEFORE YOU GET STARTED

Always keep in mind that a divorce is a legal proceeding, and that at some point during a divorce proceeding, you will most likely have to appear in court. Although courtrooms are very formal places with their own rules for how people are to conduct themselves, there is no need to be afraid of going to court or addressing the judge. A few simple rules regarding manners should get you through your experience:

1. Always Dress Nicely.

There is no need to purchase new clothes to appear in court. However, everything you wear should be clean and well ironed.

Men should wear pants and a shirt with a collar. If you have them available, a suit, jacket or tie always look good.

Women should wear a dress, skirt or pants that are not too tight, too short or too revealing.

Never wear shorts, t-shirts, sandals, sunglasses, a hat or excessive make-up or jewelry to court.

2. Behavior.

All persons are expected to act their very best in the courtroom.

When speaking in court, speak clearly, politely, and loud enough to be heard by the Judge and the court reporter. If the court reporter is making a transcript, all responses must be verbal (e.g., not by a nodding or shaking of the head).

Never interrupt anyone, especially the Judge.

When addressing the Judge, refer to him or her as "Your Honor."

When addressing or referring to anyone else, refer to him or her as "Mr.," "Mrs.," or "Ms."

If the Judge asks you a question, always begin or end your answer with "Sir," "Ma'am," or "Your Honor."

Never read anything in court except court documents.

Never eat, drink or chew gum in court.

Finally, turn off all noise-making items such as cell phones or pagers. If you must keep such items turned on, switch the item to the silent mode.

3. Friends and Family.

Although you may want the support of your family or friends, you generally should not bring children to court. Children are often not permitted in court because they can be distracting to you, the Judge and other parties in the courtroom.

MARITAL PROPERTY

Presumption of Community Property. Texas is a "community property" state. In other words, all property owned by married persons on the dissolution of a marriage, whether by death or divorce, is presumed to be the property of both the husband and the wife. Likewise, any debts incurred during marriage are presumed to be community debt. This means that the debts are presumed to be owed by both the husband and the wife. Like community property, community debt must also be divided in a divorce.

The presumption of community property may only be overcome by clear and convincing evidence that certain property is separate, rather than community property. This is generally done by tracing and clearly identifying property as separate property at the "inception of title," or the moment when the property was first acquired. Documentation that clearly proves that the property is separate is almost always necessary if the parties do not agree on whether an asset is separate or community. Consequently, testimony that property is separate likely will be insufficient to prove the separate nature of an asset without other documentary support.

Separate Property. Generally speaking, property acquired before a marriage and property acquired during marriage through gift or inheritance, or with funds that were themselves separate property, is and remains separate property. A recovery for personal injury by a spouse for a loss sustained during the marriage is also separate property. However, it is worth noting that a recovery for loss of earning capacity is not separate property. Finally, spouses may enter into a signed, written agreement known as a Premarital or Marital Property Agreement, discussed in further detail below, which documents separate property rights or can convert community property into separate property.

Claims for Reimbursement. When the spouses contribute community property funds or pay debt towards one spouse's separate property or if a spouse's separate property contributes funds or pays debt that is community or the other spouse's separate debt, a claim for reimbursement can be made. An example of this would be if a spouse purchased a home before marriage, but then paid down the mortgage on the home during the marriage or if one spouse used inherited funds to pay toward a community credit card. There are certain types of payments or debts that are not subject to a claim for reimbursement. A party cannot seek reimbursement for payment of student loans, payments of nominal value, living expenses of a child or a spouse or payments for child support or spousal maintenance. The laws on reimbursement claims can be complicated depending on the situation, so it is advisable to consult an attorney if this issue arises.

Premarital and Marital Property Agreements. At any point before or during the marriage, spouses may enter into a signed, written agreement regarding whether certain assets or debts are to be community or separate and how property would be divided in the event of a divorce. An agreement that is entered into prior to the marriage is called a "Prenuptial" or "Premarital" Agreement. A Premarital agreement takes effect on the date the parties are married and is usually designed to limit the accumulation of community assets and debts. An agreement entered into during the marriage is a Marital Property Agreement and is sometimes known as a "Partition" or "Postnuptial" Agreement. An agreement entered into after marriage is often very similar to a Premarital Agreement. However, the parties to a Marital Property Agreement often agree to convert community property into the separate property of the parties, thereby "partitioning" the community property between the spouses. It is important to disclose the existence of a property agreement to the Court so that the Judge can divide the property based upon the agreement of the parties.

Division of Community Property. Community property and community debt are supposed to be divided in a manner that the court "deems just and right, having due regard for the rights of each party and any children of the marriage." This does not mean that community property or debt must necessarily be equally divided, and it often will not be. The judge dividing community property and debt may consider many factors, such as the size of your and your spouse's separate estates, and any fault in causing the divorce.

Community property cannot always be easily divided. Take for example the situation where two people own a home and want to get divorced. The easiest solution would be for the Judge to order the parties to sell the house and divide the proceeds. However, now add children to the picture. The judge will often order that the spouse

with whom the children will live be permitted to remain in the house with the children to permit the children to continue living in their home and upset their lives as little as possible. However, this does not mean that the other spouse loses his or her community interest in the house. The Judge may order that the house be sold and the proceeds divided after the youngest of the children reaches the age of eighteen. Another remedy may be to award full ownership of the house to the spouse with whom the children will reside, but give the other spouse the full interest in some other community property, such as a ranch, vacation home, savings account or a retirement account to offset equity in the home awarded to the other spouse.

Many factors go into a judge's decision regarding the division of community property in a contested divorce matter. However, the parties may agree to almost any type of division that they deem to be fair. If an agreement is made, it is important that the agreement divide all of the marital property so as not to risk having to return to court to request the Judge divide an asset or debt that was not addressed in the original divorce proceeding.

Spousal Maintenance or Alimony. Spousal Maintenance, which is also known as "alimony" or "spousal support," is a payment ordered to be made from the future income of one spouse for the support of the other spouse. Although the parties in a divorce matter can agree to any type of support, known as "contractual maintenance," the court is very limited in its ability to order spousal support if the parties cannot reach an agreement. A Judge can order spousal maintenance only if the paying party has been convicted of, or received deferred adjudication, for an act constituting family violence within the two years prior to filing, or during, the divorce. A Judge can also order spousal maintenance if the parties have been married for at least 10 years, the receiving spouse does not have sufficient property to provide for that spouse's minimum reasonable needs and is either disabled, is caring for a child that is disabled or lacks the earning ability to provide for his or her minimum reasonable needs.

The Court is also limited on the amount of support it can order and the duration of the support. A Judge must only order what is necessary to meet the minimum reasonable needs of the receiving spouse, but, in no case, can the Judge order more than \$5,000 per month or 20% of the paying spouse's gross monthly income, whichever is less. Spousal Maintenance awards are also limited to a period of time based upon the length of the marriage, unless the receiving spouse cannot provide for his or her own support due to an incapacitating mental or physical disability or because that spouse is providing care for a child with mental or physical disabilities. Chapter 8 of the Texas Family Code specifically delineates the parameters for the Court to order spousal maintenance as a result of a divorce.

If spousal maintenance is court ordered, it is often as enforceable as child support and failure to pay it may result in fines or even jail time. Spousal maintenance can also have income tax implications and it is important to consult a CPA to determine if the payments are deductible or should be declared as income.

ISSUES CONCERNING CHILDREN

Parenting Plan. In 2005, the Texas Legislature began requiring the addition of a "Parenting Plan" in the Final Decree of Divorce. The Parenting Plan includes the conservatorship rights of the parents, the visitation schedule, the child support, and also provides for other issues that may affect the child in order to minimize the risk of future disagreements.

Parenting Coordinator and Parenting Facilitator. Another creation of the 2005 Texas Legislature is the "Parenting Coordinator." In a Suit Affecting the Parent-Child Relationship (such as a divorce or custody or child support law suit), the court may appoint someone known as the Parenting Coordinator. It is the job of this coordinator to meet with the parents and to assist them in reaching agreements regarding their children. The difference between the Parenting Coordinator and the Parenting Facilitator is that the Parenting Facilitator may be required to testify as to any communications they have had with the parties, as to the basis of their recommendations to the parties and as to the parties' compliance with their recommendations. In addition, the Parenting coordinator may also monitor the parties' compliance with court orders regarding the children. The Parenting Coordinator, on the other hand, may not be required to testify as to any communications they have had with the parties.

Parenting coordinators and facilitators can serve as very effective tools in high-conflict custody cases. Most parenting coordinators and facilitators are mental health professionals or social workers who have lots of experience in working with high-conflict families and who are trained to effectively resolve disputes with regards to visitation, child support or child custody. If a dispute arises in a case, the parties generally attend a series of sessions with the parenting coordinator or facilitator in an attempt to resolve the dispute before any court action is taken.

Duration of a Child Custody and Child Support Order. Texas courts generally have jurisdiction to make orders regarding the support and conservatorship of a child until that child reaches the age of eighteen or until that child graduates high school, whichever occurs later. However, this jurisdiction can be extended if the court determines that a child has a physical or mental disability that exists prior to the child's eighteenth birthday and the court determines that the child will not be capable of self-support. If you have a child that has any form of disability, it is important for you to consult with an attorney prior to the finalization of your divorce to ensure that you are preserving the rights for that disabled child.

Child Custody. The court that handles a divorce proceeding also determines who shall have custody of any children from the marriage. The term "custody," in a divorce, often serves as shorthand for "who gets the children." The vast majority of parents are awarded "joint custody" in a divorce, meaning that all rights and duties concerning the children are shared. In every case, however, the court must ultimately decide what custody arrangement is in the children's best interest. The legal term for joint custody is Joint Managing Conservatorship, and this arrangement is presumed to be in the best interests of the children of the marriage. However, even in the joint custody situation, the court must designate one parent who has the authority to determine the location

of the children's primary residence. This parent is called the Primary Joint Managing Conservator and also referred to as the "custodial parent," because most Primary Joint Managing Conservators will decide that the children's primary residence is in that parent's home. The other parent is called the "Possessory Conservator," because that parent has the right to possession of the children at certain times, and is commonly referred to as the "non-custodial parent." Aside from the decision regarding the location of the children's primary residence, most other major parenting decisions are shared between the Primary and the Possessory Conservator. The presumption under the law is that Joint Managing Conservatorship is in the best interest of the children.

In rare circumstances, one parent may be appointed as the Sole Managing Conservator. In this case, the other parent is still referred to as the Possessory Conservator. Generally, this occurs only if: (1) the other parent has been absent from the children's lives; (2) there is a history of physical, psychological, or sexual abuse or neglect by other parent; or (3) there is a history of extreme conflict between the parents over educational, medical, or religious values. However, this does not mean that the other parent loses his or her right to visit with the children. The only rights a Sole Managing Conservator has over a Primary Joint Managing Conservator relate to the sole right to make certain decisions regarding the children's lives, such as educational and health matters.

Other legal custody arrangements that can be ordered at divorce include split custody, in which one or more children live with one parent while the remaining children live with the other parent, and divided custody, also referred to as alternating custody. This form of custody allows each parent to have the child for alternating blocks of time, often every year or two years, with equal visitation rights. Such legal arrangements are much less common. Judges are reluctant to order split custody, in particular, because of a firm belief that children should not be separated from their brothers and/or sisters as it is not in their best interest.

Supervised Visitation. If there has been a history of abuse or neglect, the court may require that any visitation by the abusive or neglectful parent be supervised. Generally courts will appoint a mutually agreed upon family member or third party to supervise the periods of possession or will appoint a supervision facility to conduct the supervision.

The Right to Decide Where a Child will Live. As discussed above, only one parent may have the right to establish the primary residency of the children. The parent who is named the Primary Joint Managing Conservator or the custodial parent will typically be restricted geographically on where they can reside with the children. This geographic restriction will be listed in the Final Decree of Divorce and will usually restrict the residence of the children to the county in which the children resided prior to the divorce if both parties still reside in the same county or the county where the divorce is pending. Courts will sometimes expand this geographic restriction to also include the counties that are contiguous to the restricted county.

Standard Possession Order. Visitation arrangements can have many variations. In fact, parents may agree to almost any arrangements regarding child custody. However, if parents cannot agree, child custody will generally follow a schedule developed by the Texas Legislature that is designed to be fair and workable for both parents in most circumstances. In general, the Standard Possession Order ("SPO") provides that the noncustodial parent is granted visitation of the child beginning at 6:00 p.m. every first, third and fifth Friday of each month and ending at 6:00 p.m. on the following Sunday, as well as every Thursday evening, from 6:00 p.m. to 8:00 p.m. during the regular school year. All holidays, including Thanksgiving, Christmas (winter) and spring break are divided between the parents, giving one parent the right to spend a particular holiday with the child every other year. The SPO also provides for the non-custodial parent to have thirty days with the child during the summer, or forty-two if the child lives more than 100 miles away from that parent. A sample form of the Standard Possession Order is attached as Appendix "G."

Expanded Standard Possession Order. In 1995, the Texas Legislature enacted a provision that allows for the noncustodial parent to elect alternate beginning and ending possession times when exercising the Standard Possession Order. Under the current statute, the noncustodial parent can elect to modify their possession periods to begin at the time the child's school is regularly dismissed and to end at the time the child's school resumes as opposed to the 6:00 p.m. start and end time as set forth above. To make this election, the noncustodial parent must make this election prior to or at the time the Judge signs the possession order. The election must be made in a written document filed with the court or must be made orally by the noncustodial parent in open court to the Judge.

Establishing Child Support. As noted above, the Primary Joint Managing Conservator, or the custodial parent generally has the right to receive child support on behalf of the child. The amount of support owed by the Possessory Conservator, or non-custodial parent will depend on the income of the non-custodial parent, as well as the number of children for whom the non-custodial parent has a duty to support (both from the marriage at issue as well as any other children). If there is only one child of the marriage and no children outside the marriage, child support will be set at 20% of the non-custodial parent's net income (after FICA, Social Security, and Medicare have been taken out). If there are two children, the child support will be set at 25% of the net income. If there are three children, child support will be set at 30% of the net income, and it will increase at 5% increments thereafter. No parent however, may be required to pay more than 50% of his or her net earnings to fulfill all of his or her child support obligations. These percentages are adjusted slightly when the non-custodial parent has other children from outside the marriage for whom the non-custodial parent must also pay child support. Also, factors such as whether the non-custodial parent is intentionally unemployed, or underemployed (not earning as much as he or she is capable) will be considered by the court. Finally, although child support is discussed in this manual within the scope of a divorce proceeding, a custodial parent, whether named as Primary Joint Managing Conservator, or Sole Managing Conservator need not have ever been married to the non-custodial parent to receive child support.

The Texas Legislature has found that the following items constitute net resources for purposes of calculating child support:

- (1) 100 percent of all wage and salary income and other compensation for personal services (including commissions, overtime pay, tips, and bonuses);
- (2) interest, dividends, and royalty income;
- (3) self-employment income;
- (4) net rental income (defined as rent after deducting operating expenses and mortgage payments, but not including noncash items such as depreciation); and
- (5) all other income actually being received, including severance pay, retirement benefits, pensions, trust income, annuities, capital gains, social security benefits other than supplemental security income, unemployment benefits, disability and workers' compensation benefits, interest income from notes regardless of the source, gifts and prizes, spousal maintenance, and alimony.

Additional Factors in Determining Child Support. Texas courts can order child support amounts that are different from the guidelines as set forth above if the court finds that the application of the guidelines would not be in the best interest of the child. In determining whether it would be in the best interest of the child to order more or less child support than the guidelines require, the court will look at a number of factors including things such as the age and needs of the child, the child care costs for the child, the ability of both parents to contribute to the support of the child, the amount of time and possession both parents have with the child, any special or extraordinary educational, health care, or other expenses of the parties and the child, and the cost of travel in order for the noncustodial parent to exercise possession of or access to the child. For example, if a child has a medical condition or a learning disability that requires special medical care, tutoring, or therapy that costs more than the monthly guideline support, the court could order the noncustodial parent to pay for these additional costs as additional child support.

Medical Expenses as Additional Child Support. The noncustodial parent is also generally required to pay for the children's health insurance expenses as additional child support. If the custodial parent maintains health insurance on the children then the noncustodial parent will be required to reimburse the custodial parent for the cost of the health insurance premium for the children's health insurance. If the noncustodial parent maintains health insurance on the children then the noncustodial parent will be required to maintain health insurance coverage on the children at his or her sole expense. In addition, the court will also require the parents to pay for any and all reasonable and necessary healthcare expenses of the children that are not covered by the health insurance premium or reimbursed by health insurance such as copays and deductibles for the children. Typically the court will require the parents to split these costs as additional child support.

¹ Note: This child support calculation does not apply when the noncustodial parent has net income per month in the amount of \$8,500 or more.

Employer's Order to Withhold. Many Texas courts require that an Employer's Order to Withhold be signed at the time that a divorce with children is finalized. An Employer's Order to Withhold orders the employer of the non-custodial parent to take the child support owed directly from the non-custodial parent's paycheck. Although it may take a few weeks to get the process started, once it is up and running, the Employer's Order to Withhold often makes the process of paying child support smooth and simple. All child support payments are then sent by the employer to a central processing center where the checks are processed and submitted to the parent to whom the support is owed.

Modifying Child Support. In order to request a change, the parent who is requesting the modification must file a Petition to Modify, in which he or she seeks modification of the Final Decree of Divorce. Unless there is a material and substantial change in circumstances, such as the non-custodial parent getting a really big raise, or the child suddenly requires additional support due to illness, child support may generally only be modified every three years, and then, only if the amount of the child support payment would increase or decrease by 20% or \$100.00.

GETTING STARTED

Filing the Petition: The spouse who files for divorce is called the Petitioner. The other spouse is called the Respondent. The first decision to be made is where to file for divorce. To file for a divorce in Texas: (i) you and/or your spouse must have lived in Texas for at least six months before filing for divorce; and (ii) you must file in the county in which either you or your spouse has lived for at least ninety days. A sample divorce petition (called an "*Original Petition for Divorce*") is attached to this manual as Appendix "A."

Although most divorces in Texas are "no-fault," sometimes, parties will plead grounds such as cruelty or adultery in order to gain a tactical advantage, especially when one person is seeking an unequal division of the community estate. You should take extreme caution when pleading specific grounds for divorce, however. The Texas Family Code permits the court to strike certain types of inflammatory remarks or detailed allegations of marital misconduct from a petition for divorce. The specifics of such matters should not be set forth in detail in the petition. In other words, to plead the ground of adultery, you should say "Petitioner requests a divorce on the grounds that Respondent has committed multiple acts of adultery" rather than "Petitioner requests a divorce from Respondent because Respondent has repeatedly cheated on Petitioner with the next door neighbor." The Petition should also briefly state whether you believe an agreement will be reached with respect to any custody or property issues and, if an agreement cannot be reached, what you are requesting the court to order in your case.

The Original Petition For Divorce (the "Petition"), along with two extra copies, and the appropriate filing fee, should be filed by hand delivery, or mail, with the District Clerk's office in the appropriate county. The clerk will date stamp and file the original, and will date stamp the copies to show the date and time the Petition was filed. The original will be assigned a "cause number" that will be listed at the top of

the Petition, and one copy will be returned to you. If you choose to mail the Petition, include a self-addressed and stamped envelope for the clerk to return your copy to you. The third copy will be used to notify the Respondent of the divorce proceeding. There is no cost for file stamping of extra copies. However, there is a fee if the clerk later has to make a copy for you from the court's file. At the time of filing, you will also be required to pay a filing fee. Filing fees vary from county to county and you should call ahead to determine the filing fee for your case. If you cannot afford the filing fee, you must file an Affidavit of Inability to Pay Court Costs, which you must sign in the presence of a notary public, at the same time you file your Petition. If the Judge accepts your Affidavit of Inability to Pay Court Costs, your filing fee and other court costs will be waived. A sample form of the Affidavit of Inability to Pay Costs is attached as Appendix "B."

Notifying Your Spouse: The second step is to legally notify your soon to be ex-spouse (the "Respondent") of the Petition for divorce. You must serve the Respondent in one of the following ways: (1) have the Respondent sign a waiver of citation; (2) hire a private process server or a county constable to personally serve the Respondent with a "citation," which is formal notice of the filing of the Petition for divorce prepared by the District Clerk; or (3) if, after a diligent search, you cannot locate the address of the Respondent, you may request that the court order that Respondent be served by publication or posting.

The first and easiest method of legal notice to the Respondent is through a Waiver of Service. A Waiver is only valid if it is signed by the Respondent *after* the Petition for divorce has been filed with the court and the Respondent has been provided with a file-stamped copy of the Petition. Once the waiver has been signed by the Respondent, the waiver should be filed with the Court. Make a copy of the Waiver. Take the Waiver and the copy to the District Clerk's office. Tell the clerk you would like to file the Waiver. The clerk will file stamp the original and the copy. She will then keep the original and return the copy to you for your records. The Waiver must be on file a minimum of 10 days before a divorce can be finalized. A sample form of Waiver of Service is attached to this manual as Appendix "C."

The second way to provide legal notice to the Respondent is to personally serve the Respondent with the citation. This will generally involve some type of fee. To accomplish personal service, you will need to provide to the District Clerk the address where you believe the Respondent may be served and request that a citation be issued. The District Clerk will then issue a citation and forward a copy of your Petition to the Constable or Sheriff in the county where the Respondent will be served. If the Respondent will be served in a different county or if you would like to have the Respondent served by an authorized private process server, the District Clerk will return the citation to you. It is then your responsibility to deliver the citation to the appropriate process server. Personal service is considered complete when the process server hands the citation to the Respondent. The process server, whether a sheriff, constable or private process server, must file an affidavit with the Court stating he or she served the citation and Petition on the Respondent. If an Affidavit of Inability is on file with the Court, the Sheriff or Constable may waive their fee. However, a private process server will not normally waive his fees even if you have an Affidavit of Inability on file with the court. The benefit of a private process server is that he or she will try to serve the Respondent

at any place and time you believe the Respondent can be found while a Sheriff or Constable may only attempt service at certain times of the day and week.

The third method of notifying the Respondent of the Petition for divorce is by posting or publication. This method requires a Court order and should only be used if you have tried everything possible and cannot locate the Respondent. Service by posting is done usually when no children or property are involved in a divorce. To obtain service by posting, you must request that the District Clerk post the citation at the courthouse. After a certain amount of time has passed, the clerk will notify the court that service by posting has been completed. Service by publication is done in the newspaper in the city where the Respondent was last known to have resided. To obtain service by publication, request that the District Clerk issue publication in the particular newspaper authorized by the Court. You will be responsible for any fees charged by the newspaper. Once the publication is complete, you must file proof of the publication with the District Clerk's office.

The Answer: Once the Respondent has been notified of the Petition for Divorce, whether through Waiver of Service, Personal Service of Citation, or publication, the Respondent's deadline to file an answer is the Monday following 20 days after date the Respondent is served. However, in a divorce, an Answer is still considered valid as long as it is filed before the divorce is final. Once the Respondent files an Answer, he or she is entitled to receive notice of all court hearings and to be present in court for any proceedings in the case. If the Respondent does not file an Answer, it is possible for you to move forward with the divorce without notice to the Respondent until after the case is final.

The Counterpetition. In addition to an Answer, the Respondent may also file a Counterpetition. This document is similar to the Original Petition for Divorce, but states the Respondent's grounds for filing a divorce and states what the Respondent is requesting from the court. A citation does not have to be served on a Counterpetition. However, the Counterpetition must be sent to the opposing party and a verification that the Counterpetition was sent, known as a "Certificate of Service," must be included and signed with the Counterpetition.

Middle of the Case (the "Waiting Period"). A Court cannot grant a divorce until the Petition for divorce has been pending for at least sixty days. This time period begins to run on the date the Petition is filed with the Court. This "waiting period" serves many purposes. Sometimes it permits the parties to "cool-down" and possibly reconcile. Generally, however, it is hoped that the parties will use this time to reach an agreement regarding the specifics of their pending divorce. Reaching an agreement with your soon-to-be ex-spouse during the waiting period can prevent an outside party (usually a judge) from making decisions regarding your life, property and relationship with your children.

After a Petition for divorce has been filed, the Court, on its own motion, or the motion of either party, after notice and a hearing, may grant temporary orders. Temporary orders set out the "ground rules" for the parties' conduct during the waiting period with regard to such matters as the preservation of property, the protection of both parties, and issues pertaining to the children such as child support and visitation. The Court can also decide who will temporarily remain in the marital residence, which

party will have to move out and how the bills and expenses of the family will be paid during the pendency of the divorce case. This would also be the proper time to request the court appoint a therapist, parenting coordinator/facilitator. If the right to determine the primary residence of the children or possession of the children is a contested issue in the case, the Court might also order the parties to complete an evaluation with an expert to assist that Court in determining what the best interest of the children might be. This is known as a "custody evaluation" or "social study."

If the Respondent files an Answer or makes a court appearance, negotiations may be necessary to reach a final settlement. The Courts require or encourage parties to try to reach agreement. A common dispute resolution method is called mediation. Mediation is a non-binding, confidential process that may be done at any time during the divorce proceedings and the cost is paid by the parties. The mediator is a neutral third party either appointed by the court or selected by the parties by agreement. The mediator meets separately with the parties and tries to assist in finding a common ground solution acceptable to both parties. Mediation does not require a resolution or a settlement, but if a settlement is reached, the agreement is then usually considered binding. Many counties in Texas have services that offer discounted or free mediations. The Court will also sometimes appoint a mediator if the parties cannot agree on the mediator.

If a settlement cannot be reached, the issues will then be presented to the judge or a jury (if timely requested and the jury fee paid) at the final hearing. If a final hearing is necessary, you should request the court clerk to schedule a final trial date for your case. Some courts require that a request for final hearing be in writing. The law requires the opposing party be given at least forty-five days' notice prior to a final trial. However, an earlier date may be scheduled if the Court is available and if all parties agree.

CONCLUDING DIVORCE PROCEEDINGS

Timing Issues: You may set your case for a final hearing any time after the sixty day waiting period ends. A final hearing may consist of a jury trial, if requested, or a bench trial (where the judge acts as the jury). Or, if you and the Respondent are in complete agreement and have reduced your agreement to writing, the final hearing can be as simple as answering a few questions and having the judge enter the agreement into the Court's records.

Final Decree of Divorce. The Final Decree of Divorce, whether reached by agreement, or decided by the judge, or a jury, should dispose of all issues outstanding in the divorce. Generally, this means that the decree should provide for the division of all community property and all community debt, set forth all matters of child custody and provide for the amount and frequency of child support payments. A Final Decree of Divorce may also provide for the name change of either party to a name previously used. This generally means that the wife may use the Final Decree of Divorce to change her last name back to her maiden name or any other name, so long as it was previously used. You may not use a Final Decree of Divorce to change your name to a brand new name. This requires a separate proceeding. Some courts require that a Pro Se litigant submit his or her draft of the Final Decree of Divorce and receive approval of the decree before appearing in court for the final hearing. The court administrator may be able to tell you whether this is required. Be sure not to leave blanks in the Final

Decree of Divorce that you are presenting to the Court. Any Order you are requesting a Judge to sign must be completed in full. A sample form of Final Decree of Divorce is attached to this manual as Appendix "D."

Court Mandated Parenting Courses. In Texas, many counties now require parties in a divorce with children to attend a parenting course before the date of divorce. If this parenting course is required, most courts will not allow the parties to prove-up their divorce until both parties have filed their certificate of completion with the court. If you have not received any form of notice of this requirement from the court, contact the court administrator to ensure that this course is not required before you schedule the prove-up of your divorce. If this is required, be sure to get the certificate of completion for both parties filed with the court before your date of divorce.

The Day of the Divorce. A simple, uncontested divorce may be concluded when you appear before the judge and give evidence and testimony as to the terms of your divorce. This proceeding is sometimes called the "prove-up." Sample prove up scripts are attached to this manual Appendices "E" and "F." However, if your divorce involves contested issues, such as division of property or child custody issues, this simple transcript will not work, and you should consider hiring a lawyer.

You should call the court to find out when the judge hears uncontested divorces, and whether an appointment is required. Also find out whether the judge requires you to retrieve the official court file from the clerk's office on the day of the hearing and to bring it to the courtroom with you. On the day of final hearing, you should bring the original Final Decree of Divorce, the Employer's Withholding Order if child support is an issue, and proof of service on the Respondent, or a file-stamped copy of a Waiver of Service, showing that the Waiver of Service has been on file for at least 10 days before the final hearing, as well as three copies of each document. When the judge calls your case (remember your proper courtroom etiquette), approach the judge, hand him or her the original Final Decree of Divorce and any other documents you have brought with you. Then read the prove-up script as it applies to your situation. The judge may then ask you some questions. If the judge approves the divorce, he or she will tell you that the divorce is granted and will sign the Final Decree of Divorce and any other appropriate orders. The judge will return the court's file to you. You will then take the court file and the extra copies of the Final Decree of Divorce and any other documents, to the judge's court administrator. The administrator will "conform" the copies (stamp the judge's signature on the copies) and return the copies to you. You must leave the court file with the administrator. It is your duty to send one set of copies of the final documents to the Respondent. The Court Clerk will also require you to complete what is known as an "Austin" form. The information on the Austin form is required in all cases involving a family relationship and is necessary for the State of Texas to process your divorce. A copy of an Austin form is attached to this manual as Appendix "H." In cases where child support is ordered, you may also be required to complete forms necessary for the Attorney General or the Child Support Disbursement Unit to process the court ordered support. The Court Clerk will have copies of these forms for you to complete.

Your divorce is considered final as soon as the judge signs and dates the Final Decree of Divorce. Because you and the Respondent have thirty days to appeal the judge's decision, neither you, nor the Respondent may re-marry again until that thirty day period has passed.

REVIEWING THE UNCONTESTED DIVORCE PROCESS:

The following is a simplified summary of the uncontested divorce process. Figures 1-5 present a flow chart depicting the process graphically.

1. Starting the Divorce
 - a. Prepare your Original Petition for Divorce
 - b. File your Petition with the District Clerk's Office.
 - c. Give your spouse legal notice of the divorce, by using either:
 - (1) Service of Citation; or
 - (2) Waiver of Citation; or
 - (3) Service by Publication or Posting
2. Responding to the Divorce
 - a. Your spouse may file an Answer
 - b. Your spouse may file other court documents or request court hearings
3. Waiting Period
 - a. Wait the mandatory 60 days after your Petition is filed
 - b. A Temporary Hearing and/or Temporary orders may occur during this time
 - c. Negotiation and/or Mediation may occur during this time
 - d. The court may require parenting classes if children are involved in the divorce
4. Finalizing Your Divorce
 - a. Prepare your Final Decree of Divorce
 - b. Schedule your divorce for a final hearing, either
 - (1) on the uncontested court docket
 - (a) if you and your spouse have reached an agreement, or
 - (b) if your spouse has not filed an Answer or otherwise made a court appearance in the divorce
 - (2) on the contested court docket
 - (a) if you do not have an agreement and your spouse has filed an Answer or made a court appearance.
 - (b) give your spouse written notice of the date, time and location of the trial (contested court hearing) date.
 - c. Finalize your divorce in the presence of the Judge at the court hearing.
 - d. If your divorce includes child support, set up the child support account and issue the child support withholding order pursuant to the directions of your local district clerk's office.
 - e. Make sure either you or the court provides a copy of the Court Orders to your ex-spouse.

FIGURE 1
Overview of Uncontested Divorce Process

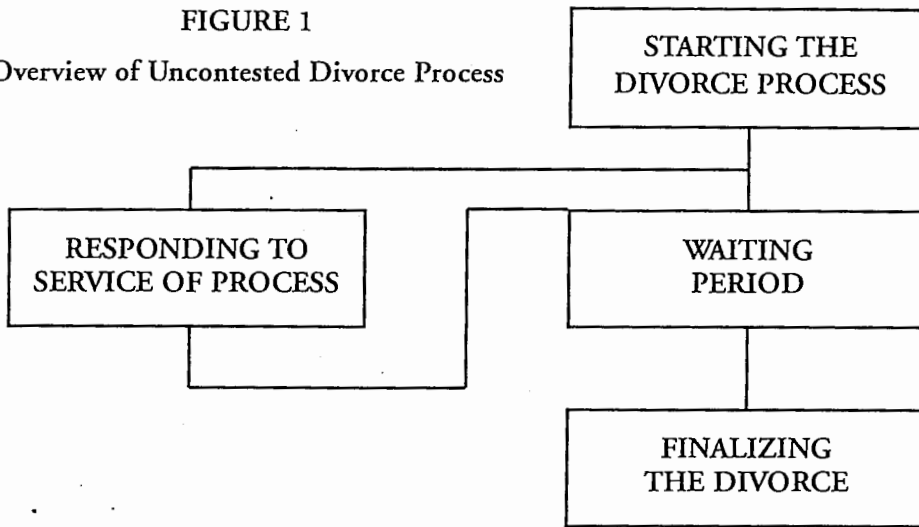


FIGURE 2

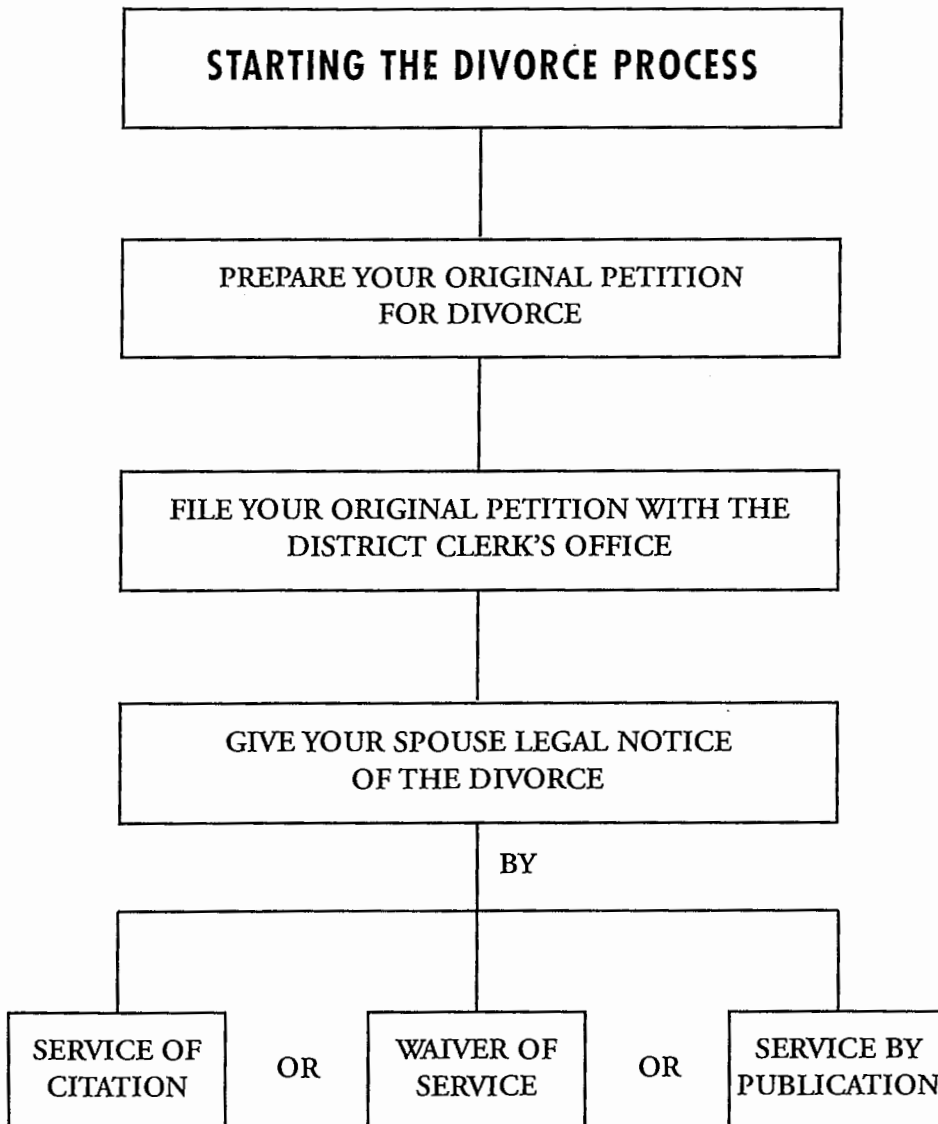


FIGURE 3

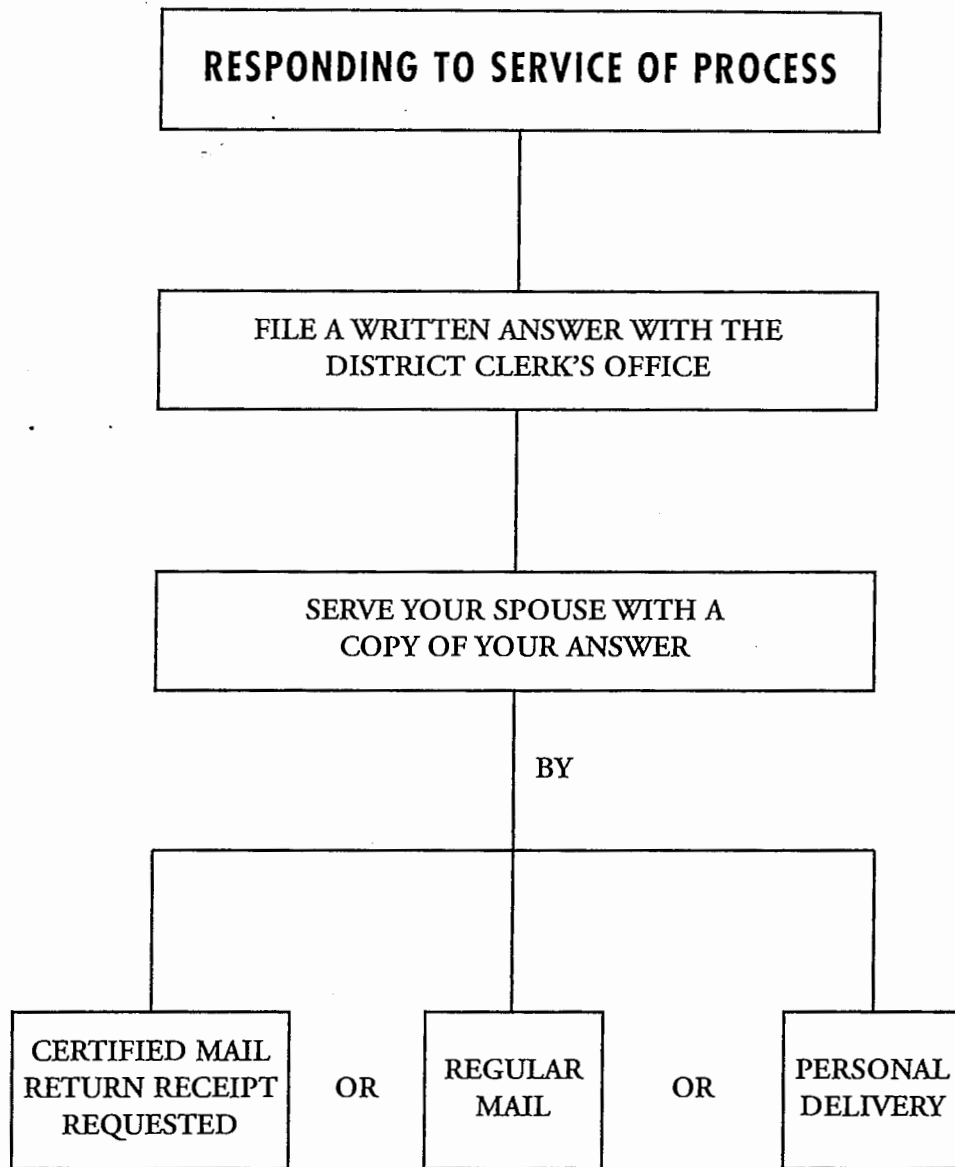
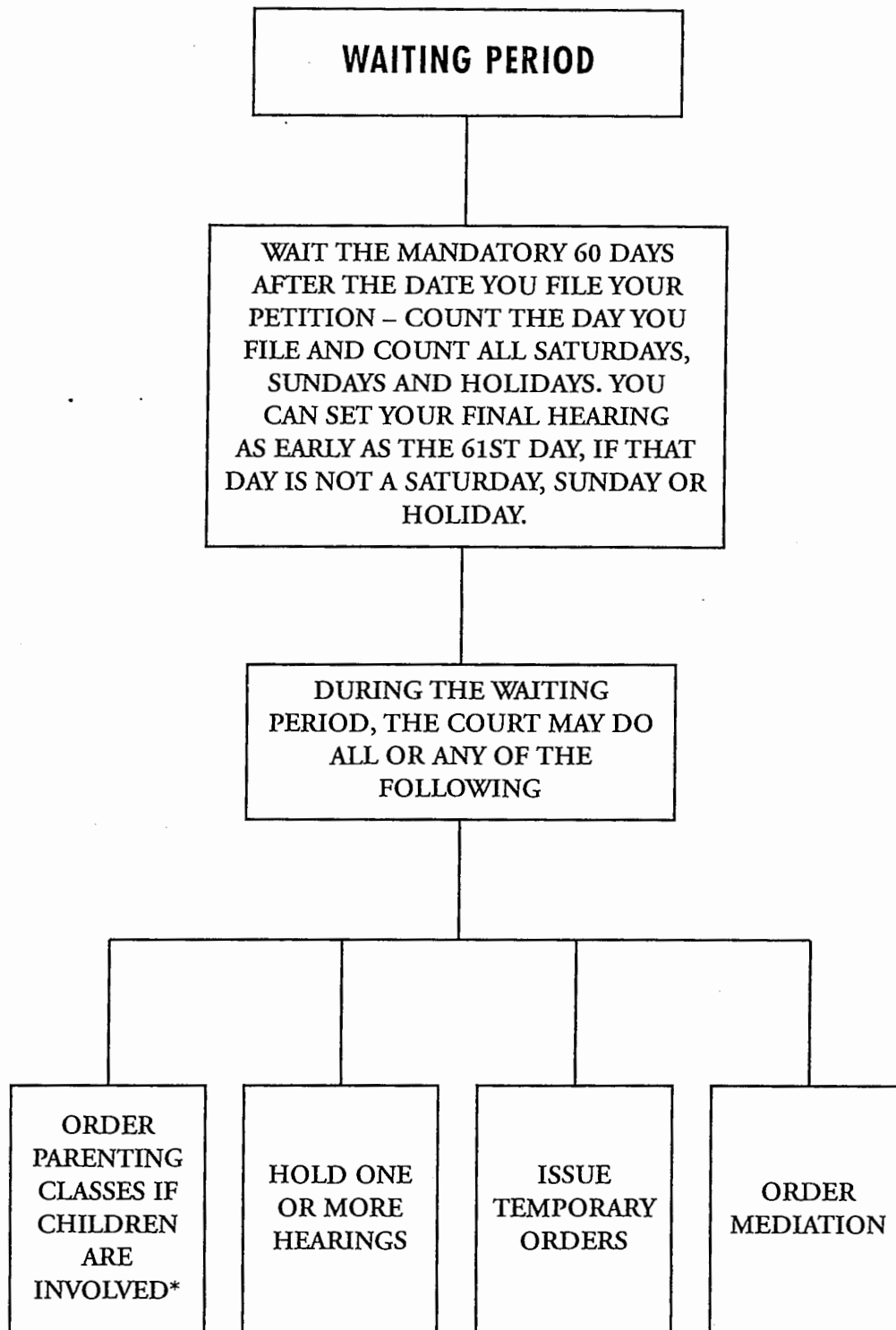
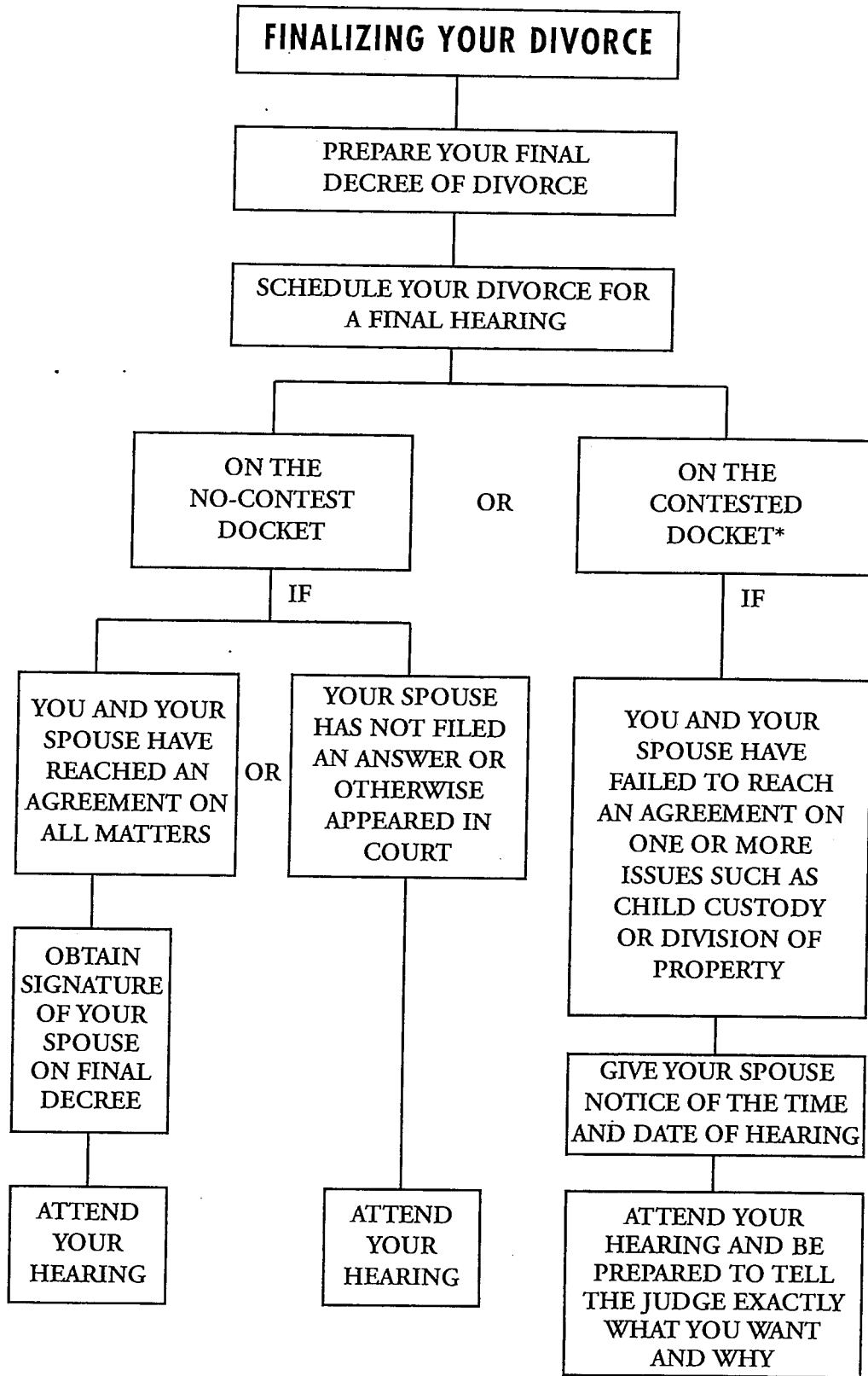


FIGURE 4



****WE RECOMMEND THAT YOU SEEK THE ADVICE OF A LAWYER IF DISPUTES REGARDING CHILD CUSTODY ARE INVOLVED.***

FIGURE 5



WE RECOMMEND THAT YOU SEEK THE ADVICE OF A LAWYER FOR CONTESTED ISSUES.

HELPFUL TIPS:

1. Always write down the date and name of the person you talk with at the courthouse and the information given to you.
2. Mail important documents by certified mail and ask for a return receipt so you will have proof that you mailed the document and it was received.
3. Keep all documents related to the divorce in one place such as an envelope, folder, or binder.
4. When filing documents with the court, always include the full court docket number, court number and case name on the document.
5. Always keep a copy of every document for yourself. Do not give away your only copy.
6. When you get your copy of the Final Decree of Divorce conformed by the court administrator or clerk, ask for at least one certified copy of the order. In some counties you can obtain a free certified copy of your divorce decree on the day your divorce is proved up. After that date, you will usually be charged a fee for this copy. A certified copy is normally required to prove that your copy is an authentic copy of the order and will be required by many entities when transferring accounts from one party to the other or when changing your name on certain accounts like your social security account.

COMMON WORDS IN A TEXAS DIVORCE

ADR Statement – Alternative Dispute Resolution Statement. A written statement to the court that you will try to resolve the issues in the divorce between you and your spouse before asking the Judge to make a decision. This document was previously required to be attached to the divorce petition.

Affidavit of Inability to Pay Court Costs – A sworn statement of your income, assets and expenses.

Alternate payee – A spouse, former spouse, child, or other dependent of a member or retiree who is recognized by a domestic relations order as having a right to receive all or a portion of the benefits payable by a retirement system with respect to such member or retiree.

Amicus Attorney – An Attorney appointed by the court to represent the best interest of the child.

Arrearage – Money that was court ordered to be paid and is overdue and unpaid.

Attorney Ad Litem – An Attorney appointed by the court to represent the wishes of the child as he would for an adult client. The rules of confidentiality and undivided loyalty apply.

Arrearage – Money that was court ordered to be paid and is overdue and unpaid.

Binding Agreement – An agreement between the parties that is signed by both of them, and is often also filed with the court. It is enforceable as a contract and the Judge may decide to make the agreement enforceable as a court order.

Child Support – Money paid by a parent to help the other parent support the child.

Community Property – Property owned by either party during the marriage.

Community Debt – Debts that occurred during the marriage.

Collaborative Law – A method of alternative dispute resolution where all parties agree to resolve their disagreements without going to court. Each person hires his or her own attorney and everyone works together in a series of meetings to reach an agreement.

Conservatorship – A court order deciding where a child will live and the rights each parent will have to make decisions regarding the child. Also known as “custody.”

Court Clerk – The person who works for the Judge assigned to your case. He/she receives court papers and assigns hearing dates.

Court Reporter – Types and/or records a record of everything said during a court hearing. The court reporter will prepare a written record if requested for a fee.

Custodial Parent (Sole or Joint Managing Conservator) – The parent who has the legal right to determine the primary residence of the child.

Decree – Also known as Final Decree of Divorce. The legal document signed by the Judge that grants the divorce and describes the specific terms of the divorce.

District Clerk – Maintains the official court records for the county. The district clerk's office receives all court papers and keeps the divorce files.

Divorce – The legal end of the marriage relationship.

Docket Number – The number given to your case by the district clerk's office that specifically identifies your case.

Domestic Relations Order – Any judgment, decree, or order, including approval of a property settlement agreement, which relates to the provision of child support, alimony payments, or marital property rights to a spouse, former spouse, child, or other dependent of a member or retiree, and is made pursuant to a domestic relations law, including a community property law of the State of Texas or of another state.

Dual Role Attorney – An Attorney appointed in a suit by a governmental entity to represent both the child's wishes and the child's best interest.

Employer's Order to Withhold – A court order to deduct child support payments from someone's employment wages. All child support court orders must include an Employer's Order to Withhold.

Evidence – Proof given to the court.

Filing – Giving the district clerk your legal papers.

Guardian Ad Litem – A person appointed by the court to represent the best interests of a child.

High-conflict case – a suit affecting the parent-child relationship in which the parents demonstrate a pattern of going back to court, anger and distrust between each other, difficulty in communicating about and cooperating in the care of their children or other behavior that concerns the Judge. A high-conflict case may be a reason for the Judge to appoint a parent coordinator.

Insupportability – The most common reason given for a no-fault divorce.

Joint Managing Conservatorship – Also known as Joint Custody. A court order stating both parents have equal rights and duties to make decisions regarding the child.

Judge – The person who hears and makes the final legal decision in your divorce.

Law Librarian – The person who maintains legal reference and research materials for public use.

Managing Conservator – The parent who has the legal right to determine the primary residence of the child. Also known as Custodial Parent, Primary Conservator or Primary Joint Managing Conservator.

Marital Property Agreement – Also known as a Partition Agreement, Partition and Exchange Agreement or Postnuptial Agreement. A signed, written contractual agreement entered into by spouses during the marriage establishing each party's property rights with respect to some or all of the assets and debts.

Mediation – A process to help the parties reach an agreement.

Mediator – A neutral person who helps the parties reach an agreement.

Negotiations – An attempt to reach an agreement.

No Fault Divorce – The most common type of divorce, where no one needs to prove that the husband or wife caused the marriage to end.

Non-binding – A process where no specific result is forced on the parties. There is no penalty if the parties are unable to come to an agreement.

Non-custodial Parent – Also known as the Possessory Conservator. The parent that does not have the legal right to determine the primary residence of the child.

Obligor – The parent who is court ordered to pay child support.

Obligee – The parent who receives child support on behalf of the child.

Parenting coordinator – A neutral person, who does not have an interest in the case, appointed by the court to assist parents in resolving issues relating to parenting and other family issues arising from a court order in a suit affecting the parent-child relationship. A Parenting Coordinator may not be required to testify as to any communications they have had with the parties.

Parenting facilitator – A neutral person, who does not have an interest in the case, appointed by the court to assist parents in resolving issues relating to parenting and other family issues arising from a court order in a suit affecting the parent-child relationship. A Parenting Facilitator may be required to testify as to any communications they have had with the parties, as to the basis of their recommendations to the parties and as to the parties compliance with their recommendations. In addition, the Parenting coordinator may also monitor the parties compliance with court orders regarding the children.

Parenting Plan – A temporary or final court order that sets out the rights and duties of parents in a suit affecting the parent-child relationship and includes provisions relating to conservatorship, possession of and access to a child, child support, and in some cases, a dispute resolution process to minimize future disputes.

Parties – The husband and wife, and anyone else who has filed a court appearance in the divorce.

Paternity – A court finding that a certain person is legally the father of the child.

Petition – A legal paper that starts your divorce case and tells the court and your spouse what you want.

Petitioner – The person who files for the divorce.

Possession Order – Also known as “visitation” or “access.” A court order stating the specific days and times a noncustodial parent may spend time with the child.

Possessory Conservator – Also known as the non-custodial parent. The parent who does not have the legal right to determine the primary residence of the child.

Primary Conservator – The parent who has the legal right to determine the primary residence of the child. Also known as Custodial Parent, Managing Conservator or Primary Joint Managing Conservator.

Process Server – A person approved by the court who gives official legal notice to another person by giving him/her an official copy of a court document.

Pro Se – Representing yourself without an attorney.

Prove Up – The process of finishing your divorce in front of the Judge at an uncontested court hearing. At the prove up, one or both of the parties recite the required information to the court. The Judge then has the discretion to approve the terms, grant the divorce and/or make any other orders the Judge believes are appropriate.

Psychological Evaluation – A court ordered evaluation of a person involved in the lawsuit. The evaluation is conducted by a licensed psychologist who will provide a written report to the court.

Psychiatric Evaluation – A court ordered evaluation of a person involved in the lawsuit. The evaluation is conducted by a psychiatrist who will provide a written report to the court.

QDRO – Qualified Domestic Relations Order – A domestic relations order which creates or recognizes the existence of an alternate payee's right or assigns to an alternate payee the right to receive all or a portion of the benefits payable with respect to a member or retiree under a public retirement system, which directs the public retirement system to disburse benefits to the alternate payee.

Respondent – The spouse of the person who filed for divorce.

Retroactive Child Support – Child support that was not previously ordered, but should have been paid at a time after the child was born and the parties were separated.

Return – Also called a Sheriff's Return. An affidavit signed by a sheriff or official process server stating the date and time he provided legal notice to the other party, or the reason as to why he was unable to provide legal notice to the other party. The return is filed with the Court.

Separate Property – Property that a spouse owned prior to the marriage, or property that was given to the spouse as a gift or inheritance.

Service – The legal method for giving your spouse a copy of the divorce petition.

Settlement – An agreement reached between the parties.

Social Study – A court ordered investigation of the circumstances and home life of the parents and the child. The social study is usually conducted by a social worker.

Sole Managing Conservatorship – Also known as sole custody. A court order stating one parent has more rights and duties regarding the child than the other parent.

Spousal Maintenance – Also called "spousal support" or "alimony." Money a court requires one spouse to pay to the other spouse for support during and/or after the divorce is granted.

Standard Possession Order – A specific possession schedule designed by the Texas Legislature and found to be in the best interest of the child in most circumstances.

Temporary Orders – Court orders during the pendency of a divorce. Temporary orders may address any issues that need to be dealt with while a divorce is pending, such as custody, visitation, child support, use of property and responsibility to pay debt.

Temporary Mutual Injunction – Also known as a Mutual Injunction. A common order contained in Temporary Orders in a divorce that prohibits the parties from destroying or transferring any community property, incurring further debts, and from any type of harassment to the other party or the child.

Temporary Restraining Order – Also known as a TRO. A common order at the beginning of a divorce that prohibits the other spouse from doing anything to transfer or destroy the property of the marriage or to cause harassment to the other spouse or the child.

Waiver of Service – A legal document, signed by the Respondent in the presence of a notary, that states he/she accepts legal notice of the Petition without an official process server or sheriff or constable giving it to him/her. The waiver of service may also have other legal consequences depending on what is stated in the waiver.

HELPFUL PHONE NUMBERS AND OTHER RESOURCES

DIRECTORY OF STATE DISTRICT COURTS

(* Family District Courts)

(**Bexar County has free pro se assistance from the Court's staff attorney)

(**El Paso County has free paralegal help through the Domestic Relations Office)

(**Travis County has free pro se assistance from the reference attorneys)

<u>DISTRICT</u>	<u>COUNTIES REPRESENTED</u>	<u>PHONE</u>
1	Jasper, Newton, Sabine, San Augustine	409-384-3792
1A	Jasper, Newton, Tyler	409-384-5474
2	Cherokee	903-683-2236
3	Anderson, Henderson, Houston	903-723-7415
4	Rusk	903-657-0358
5	Bowie, Cass	903-798-3004
6	Fannin, Lamar, Red River	903-427-2274
7	Smith	903-535-0625
8	Delta, Franklin, Hopkins, Rains	903-438-4022
9	Montgomery, Waller	936-539-7866
10	Galveston	409-766-2230
11	Harris	713-755-6250
12	Grimes, Leon, Madison, Walker	936-436-4915
13	Navarro	903-654-3020
14	Dallas	214-653-7337
15	Grayson	903-813-4303
16	Denton	940-320-4806
17	Tarrant	817-884-1460
18	Johnson, Somervell	817-556-6820
19	McLennan	254-757-5081
20	Milam	254-697-2651
21	Bastrop, Burleson, Lee, Washington	979-542-3641
22	Caldwell, Comal, Hays	512-393-7700
23	Brazoria, Matagorda, Wharton	979-849-5711
24	Calhoun, De Witt, Goliad, Jackson, Refugio, Victoria	361-575-3172
25	Colorado, Gonzales, Guadalupe, Lavaca	830-303-4188
25A	Colorado, Gonzales, Guadalupe, Lavaca	361-798-2607
26	Williamson	512-943-1226
27	Bell, Lampasas	254-933-5261
28	Nueces	361-888-0506
29	Palo Pinto	940-659-1225
30	Wichita	940-766-8180
31	Gray, Hemphill, Lipscomb, Roberts, Wheeler	806-826-5501
32	Fisher, Mitchell, Nolan	915-235-3133
33	Blanco, Burnet, Llano, Mason, San Saba	512-756-5436
34	**El Paso	915-546-2101
35	Brown, Mills	915-646-1987

36	Aransas, Bee, Live Oak, McMullen San Patricio	361-364-6200
37	**Bexar	210-335-2515
38	Medina, Real, Uvalde	830-278-3913
39	Haskell, Kent, Stonewall, Throckmorton	940-864-2661
40	Ellis	972-923-5060
41	**El Paso	915-546-2149
42	Callahan, Coleman, Taylor	915-674-1314
43	Parker	817-594-7343
44	Dallas	214-653-7427
45	**Bexar	210-335-2507
46	Foard, Hardeman, Wilbarger	940-552-7051
47	Armstrong, Potter, Randall	806-379-2350
48	Tarrant	817-884-2690
49	Webb, Zapata	956-721-2660
50	Baylor, Cottle, King, Knox	940-888-2852
51	Coke, Irion, Schleicher, Sterling, Tom Green	915-659-6571
52	Coryell	254-865-5911
53	**Travis	512-473-9308
54	McLennan	254-757-5051
55	Harris	713-755-6255
56	Galveston	409-766-2226
57	**Bexar	210-335-2531
58	Jefferson	409-835-8434
59	Grayson	903-813-4305
60	Jefferson	409-835-8472
61	Harris	713-755-6258
62	Delta, Franklin, Hopkins, Lamar	903-438-4004
63	Edwards, Kinney, Terrell, Val Verde	830-774-7523
64	Castro, Hale, Swisher	806-291-5234
65*	**El Paso	915-546-2102
66	Hill	254-582-4045
67	Tarrant	817-884-1452
68	Dallas	214-653-6510
69	Dallam, Hartley, Moore, Sherman	806-935-2700
70	Ector	915-498-4270
71	Harrison	903-935-4896
72	Crosby, Lubbock	806-775-1023
73	**Bexar	210-335-2523
74	McLennan	254-757-5075
75	Liberty	409-336-4678
76	Camp, Morris, Titus	903-577-6736
77	Freestone, Limestone	254-729-3206
78	Wichita	940-766-8182
79	Brooks, Jim Wells	361-325-5604
80	Harris	713-755-6774
81	Atascosa, Frio, Karnes, La Salle, Wilson	830-769-3572
82	Falls, Robertson	254-883-1421

83	Pecos, Reagan, Terrell, Upton Val Verde	830-774-7654
84	Hansford, Hutchinson, Ochiltree	806-659-4160
85	Brazos	979-361-4270
86	Kaufman	972-932-4331
87	Anderson, Freestone, Leon, Limestone	903-389-4836
88	Hardin, Tyler	409-246-5151
89	Wichita	940-766-8184
90	Stephens, Young	940-549-0091
91	Eastland	254-629-1797
92	Hidalgo	956-318-2250
93	Hidalgo	956-318-2255
94	Nueces	361-888-0320
95	Dallas	214-653-6606
96	Tarrant	817-884-1561
97	Archer, Clay, Montague	940-538-4314
98	**Travis	512-473-9307
99	Lubbock	806-775-1124
100	Carson, Childress, Collingsworth, Donley Hall	940-937-3541
101	Dallas	214-653-6937
102	Bowie, Red River	903-798-3004
103	Cameron, Willacy	956-544-0844
104	Taylor	915-674-1313
105	Kenedy, Kleberg, Nueces	361-595-8533
106	Dawson, Gaines, Garza, Lynn	806-872-3740
107	Cameron, Willacy	956-544-0845
108	Potter	806-379-2355
109	Andrews, Crane, Winkler	915-524-1419
110	Briscoe, Dickens, Floyd, Motley	806-983-3384
111	Webb	956-721-2671
112	Crockett, Pecos, Reagan, Sutton, Upton	915-392-5225
113	Harris	713-755-6294
114	Smith, Wood	903-535-0613
115	Marion, Upshur	903-843-2836
116	Dallas	214-653-7446
117	Nueces	361-888-0436
118	Glasscock, Howard, Martin	915-264-2225
119	Concho, Runnels, Tom Green	915-659-6570
120	**El Paso	915-546-2103
121	Terry, Yoakum	806-637-7742
122	Galveston	409-766-2275
123	Panola, Shelby	903-693-0315
124	Gregg	903-236-0265
125	Harris	713-755-5577
126	**Travis	512-473-9300
127	Harris	713-755-6274
128	Orange	409-882-7085
129	Harris	713-755-6278

130	Maragorda	409-244-7635
131	**Bexar	210-335-2521
132	Borden, Scurry	915-573-5371
133	Harris	713-755-6266
134	Dallas	214-653-6995
135	Calhoun, De Witt, Goliad, Jackson Refugio, Victoria	361-575-2412
136	Jefferson	409-835-8481
137	Lubbock	806-775-1022
138	Cameron, Willacy	956-544-0877
139	Hidalgo	956-318-2260
140	Lubbock	806-775-1128
141	Tarrant	817-884-1992
142	Midland	915-688-1134
143	Loving, Reeves, Ward	915-943-2749
144	**Bexar	210-335-2511
145	Nacogdoches	936-560-7799
146	Bell	254-933-5261
147	**Travis	512-473-9311
148	Nueces	361-888-0333
149	Brazoria	979-388-1264
150	**Bexar	210-335-2533
151	Harris	713-755-6830
152	Harris	713-755-6282
153	Tarrant	817-884-2691
154	Lamb	806-385-4222
155	Austin, Fayette, Waller	979-968-8500
156	Aransas, Bee, Live Oak, McMullen San Patricio	361-362-3239
157	Harris	713-755-6270
158	Denton	940-565-8544
159	Angelina	936-639-3913
160	Dallas	214-653-7273
161	Ector	915-498-4260
162	Dallas	214-653-7156
163	Orange	409-882-7090
164	Harris	713-755-6316
165	Harris	713-755-6320
166	**Bexar	210-335-2501
167	**Travis	512-473-9310
168	**El Paso	915-546-2141
169	Bell	254-933-5265
170	McLennan	254-757-5045
171	**El Paso	915-546-2100
172	Jefferson	409-835-8485
173	Henderson	903-675-6107
174	Harris	713-755-6324
175	**Bexar	210-335-2527

176	Harris	713-755-6328
177	Harris	713-755-6332
178	Harris	713-755-6336
179	Harris	713-755-6340
180	Harris	713-755-6344
181	Potter, Randall	806-379-2360
182	Harris	713-755-6350
183	Harris	713-755-6354
184	Harris	713-755-6358
185	Harris	713-755-6362
186	**Bexar	210-335-2505
187	**Bexar	210-335-2517
188	Gregg	903-237-2588
189	Harris	713-755-6366
190	Harris	713-755-6370
191	Dallas	214-653-7117
192	Dallas	214-653-7709
193	Dallas	214-653-6998
194	Dallas	214-653-5800
195	Dallas	214-653-5812
196	Hunt	903-408-4190
197	Cameron, Willacy	956-574-8150
198	Concho, Kerr, Kimble, McCulloch, Menard	830-792-2290
199	Collin	972-548-4415
200	**Travis	512-473-9306
201	**Travis	512-473-9305
202	Bowie	903-798-3004
203	Dallas	214-653-5820
204	Dallas	214-653-5830
205	Culberson, **El Paso, Hudspeth	915-546-2107
206	Hidalgo	956-318-2265
207	Caldwell, Comal, Hays	830-620-5562
208	Harris	713-755-6374
209	Harris	713-755-6378
210	**El Paso	915-546-2130
211	Denton	940-565-8536
212	Galveston	409-766-2266
213	Tarrant	817-884-1529
214	Nueces	361-888-0463
215	Harris	713-755-6382
216	Bandera, Gillespie, Kendall, Kerr	830-792-2290
217	Angelina	936-639-3914
218	Atascosa, Frio, Karnes, La Salle, Wilson	830-769-3750
219	Collin	972-548-4402
220	Bosque, Comanche, Hamilton	915-356-5202
221	Montgomery	936-539-7808
222	Deaf Smith, Oldham	806-364-7222
223	Gray	806-669-8014

224	**Bexar	210-335-2132
225	**Bexar	210-335-2233
226	**Bexar	210-335-2446
227	**Bexar	210-335-2304
228	Harris	713-755-6650
229	Duval, Jim Hogg, Star	956-487-2636
230	Harris	713-755-6782
231	Tarrant	817-884-3796
232	Harris	713-755-6778
233	Tarrant	817-884-1794
234	Harris	713-755-6262
235	Cooke	940-668-5401
236	Tarrant	817-884-1709
237	Lubbock	806-775-1027
238	Midland	915-688-1142
239	Brazoria	409-864-1571
240	Fort Bend	281-341-8600
241	Smith	903-535-0600
242	Castro, Hale, Swisher	806-291-5254
243	**El Paso	915-546-2168
244	Ector	915-498-4240
245	Harris	713-755-6935
246	Harris	713-755-6938
247	Harris	713-755-6246
248	Harris	713-755-7094
249	Johnson, Somervell	817-556-6825
250	**Travis	512-473-9312
251	Potter, Randall	806-379-2365
252	Jefferson	409-835-8597
253	Chambers, Liberty	409-336-4668
254	Dallas	214-653-6136
255	Dallas	214-653-6159
256	Dallas	214-653-6449
257	Harris	713-755-6950
258	Polk, San Jacinto, Trinity	936-642-2512
259	Jones, Shackelford	915-823-2721
260	Orange	409-882-7095
261	**Travis	512-473-9309
262	Harris	713-755-6961
263	Harris	713-755-6944
264	Bell	254-933-5262
265	Dallas	214-653-5840
266	Erath	254-965-1485
267	Calhoun, DeWitt, Goliad, Jackson, Refugio, Victoria	361-578-1998
268	Fort Bend	281-341-8610
269	Harris	713-755-5513
270	Harris	713-755-5509

271	Jack, Wise	940-627-3200
272	Brazos	979-361-4220
273	Sabine, San Augustine, Shelby	936-275-9634
274	Caldwell, Comal, Guadalupe, Hays	830-303-4188
275	Hidalgo	956-318-2270
276	Camp, Marion, Morris, Titus	903-645-2506
277	Williamson	512-943-1277
278	Grimes, Leon, Madison, Walker	936-436-4916
279	Jefferson	409-835-8655
280	Harris	713-755-5518
281	Harris	713-755-5506
282	Dallas	214-653-5852
283	Dallas	214-653-5860
284	Montgomery	936-539-7861
285	**Bexar	210-335-2086
286	Cochran, Hockley	806-894-8240
287	Bailey, Parmer	806-272-5460
288	**Bexar	210-335-2663
289	**Bexar	210-531-1180
290	**Bexar	210-335-2696
291	Dallas	214-653-5870
292	Dallas	214-653-5880
293	Dimmit, Maverick, Zavala	830-758-1730
294	Van Zandt, Wood	903-567-4422
295	Harris	713-755-5541
296	Collin	972-548-4409
297	Tarrant	817-884-1906
298	Dallas	214-653-6781
299	**Travis	512-473-9442
300*	Brazoria	281-756-1227
301*	Dallas	214-653-7385
302*	Dallas	214-653-7375
303*	Dallas	214-653-7611
304*	Dallas	214-698-4936
305*	Dallas	214-698-4924
306*	Galveston	409-766-2255
307*	Gregg	903-237-2534
308*	Harris	713-755-6230
309*	Harris	713-755-6234
310*	Harris	713-755-6238
311*	Harris	713-755-6242
312*	Harris	713-755-6941
313*	Harris	713-755-6470
314*	Harris	713-755-6475
315*	Harris	713-755-6480
316*	Hutchinson	806-878-4019
317*	Jefferson	409-835-8588
318*	Midland	915-688-1145

319*	Nueces	361-888-0533
320*	Potter	806-379-2370
321*	Smith	903-535-0590
322*	Tarrant	817-884-1427
323*	Tarrant	817-838-4600
324*	Tarrant	817-884-1431
325*	Tarrant	817-884-1587
326*	Taylor	915-674-1325
327*	**El Paso	915-546-2032
328*	Fort Bend	281-341-4406
329*	Wharton	979-532-1514
330*	Dallas	214-653-7207
331	**Travis	512-473-9443
332	Hidalgo	956-318-2275
333	Harris	713-755-7760
334	Harris	713-755-7793
335	Bastrop, Burleson, Lee, Washington	979-567-2335
336	Fannin, Grayson	903-813-4309
337	Harris	713-755-7746
338	Harris	713-755-7774
339	Harris	713-755-7784
340	Tom Green	915-658-1915
341	Webb	956-721-2625
342	Tarrant	817-884-2710
343	Aransas, Bee, Live Oak, McMullen, San Patricio	361-364-6202
344	Chambers	409-267-8264
345	**Travis	512-473-9374
346	**El Paso	915-546-2119
347	Nueces	361-888-0593
348	Tarrant	817-884-2715
349	Anderson, Houston	903-723-7415
350	Taylor	915-674-1242
351	Harris	713-755-5620
352	Tarrant	817-884-2730
353	**Travis	512-473-9380
354	Hunt, Raines	903-408-4194
355	Hood	817-579-3233
356	Hardin	409-246-5155
357	Cameron, Willacy	956-544-0837
358	Ector	915-498-4250
359	Montgomery	936-539-7900
360*	Tarrant	817-884-2721
361	Brazos	817-884-2721
362	Denton	940-565-8516
363*	Dallas	214-653-5890
364	Lubbock	806-775-1019
365	Dimmit, Maverick, Zavala	830-773-1151

366	Collin	972-548-4570
367	Denton	940-565-8546
368	Williamson	512-943-1368
369	Anderson, Cherokee	903-723-7415
370	Hidalgo	956-318-2280
371	Tarrant	817-884-2985
372	Tarrant	817-884-2990
377	Victoria	361-578-8756
378	Ellis	972-923-5014
379	**Bexar	210-335-2911
380	Collin	972-548-4726
381	Starr	956-716-8020
382	Rockwall	972-882-0270
383	**El Paso	915-546-2132
384	**El Paso	915-546-2134
385	Midland	915-688-1835
386	**Bexar	210-531-1053
387	Fort Bend	281-238-3290
388	**El Paso	915-543-3850
389	Hidalgo	956-318-2080
390	**Travis	512-708-4885
391	Tom Green	915-659-6571
392	Henderson	903-675-6110
393	Denton	940-565-5528
394	Brewster, Culberson, Hudspeth, Jeff Davis, Presidio	915-837-5831
395	Williamson	512-943-1395
396	Tarrant	817-884-2495
398	Hidalgo	956-318-2470
399	**Bexar	210-335-3667
400	Fort Bend	281-341-4422
401	Collin	972-548-4241
402	Wood	906-763-2332
403	**Travis	512-443-0658
404	Cameron	956-544-0838
405	Galveston	409-765-2688
406	Webb	956-718-2797
407	**Bexar	210-335-2693
408	**Bexar	210-335-2831
409	**El Paso	915-834-8209
410	Montgomery	936-539-7860
411	Polk, San Jacinto, Trinity	936-653-5470
412	Brazoria	979-864-1318
413	Johnson	817-556-6040
414	McLennan	254-757-5053
415	Parker	817-598-6162
416	Collin	972-548-4520
417	Collin	972-548-4287

CHILD SUPPORT

Office of the Attorney General, 1-800-252-8011

www.oag.state.tx.us/child/maincil.shtml

Call your local district clerk's office for information on child support paid through the local county.

TEXAS COUNTY WEBSITES

To see if additional counties have gone online, please see www.county.org/counties/txcounties.asp#list

Anderson County, www.co.anderson.tx.us
Andrews County, www.co.andrews.tx.us
Angelina County, www.angelinacounty.net
Aransas County, www.aransascounty.tx.gov
Archer County, www.co.archer.tx.us
Armstrong County, www.co.armstrong.tx.us
Atascosa County, www.co.atascosa.net
Austin County, www.austincounty.com
Bailey County, www.co.bailey.tx.us
Bandera County, www.banderacounty.org
Bastrop County, www.co.bastrop.tx.us
Bell County, www.co.bee.tx.us
Bexar County, www.co.bexar.tx.us
Blanco County, www.co.blanco.tx.us
Borden County, www.co.borden.tx.us
Bosque County, www.bosquecounty.us
Bowie County, www.co.bowie.tx.us
Brazoria County, www.brazoria-county.com
Brazos County, www.co.brazos.tx.us
Brewster County, www.brewstercountytx.com
Briscoe County, www.co.briscoe.tx.us
Brownsville City, www.cob.us
Burleson County, www.co.burleson.tx.us
Burnet County, www.burnetcountytexas.org
Caldwell County, www.co.caldwell.tx.us
Calhoun County, www.tisd.net/~calhoun
Callahan County, www.co.callahan.tx.us
Cameron County, www.co.cameron.tx.us
Camp County, www.co.camp.tx.us
Carson County, www.co.carson.tx.us
Cass County, www.co.cass.tx.us
Castro County, www.co.castro.tx.us
Chambers County, www.co.chambers.tx.us
Cherokee County, www.co.cherokee.tx.us
Childress County, www.co.childress.tx.us
Clay County, www.co.clay.tx.us

Cochran County, www.co.cochran.tx.us
Coke County, www.co.coke.tx.us
Coleman County, www.co.coleman.tx.us
Collin County, www.co.collin.tx.us
Collingsworth County, www.co.collingsworth.tx.us
Colorado County, www.co.colorado.tx.us
Comal County, www.co.comal.tx.us
Concho County, www.co.concho.tx.us
Cooke County, www.co.cooke.tx.us
Coryell County, www.coryellcounty.org
Cottle County, www.co.cottle.tx.us
Crane County, www.co.crane.tx.us
Crockett County, www.co.crockett.tx.us
Crosby County, www.co.crosby.tx.us
Culberson County, www.co.culberson.tx.us
Dallam County, www.dallam.org/county
Dallas County, www.dallascounty.org
Dawson County, www.co.dawson.tx.us
Deaf Smith County, www.co.deaf-smith.tx.us
Denton County, www.co.denton.tx.us
Eastland County, www.eastlandcountytexas.com
Ector County, www.co.ector.tx.us
Ellis County, www.elliscad.org
El Paso County, www.epcounty.com
Erath County, www.co.erath.tx.us
Fannin County, www.co.fannin.tx.us
Fayette County, www.co.fayette.tx.us
Fisher County, www.co.fisher.tx.us
Floyd County, www.co.floyd.tx.us
Foard County, www.foardcounty.org
Fort Bend County, www.co.fortbendcountytexas.gov
Franklin County, www.co.franklin.tx.us
Freestone County, www.co.freestone.tx.us
Frio County, www.co.frio.tx.us
Gaines County, www.co.gaines.tx.us
Galveston County, www.galvestoncountytexas.gov
Garza County, www.garzacounty.net
Gillespie County, www.gillespiecounty.org
Glasscock County, www.co.glasscock.tx.us
Goliad County, www.goliadtx.net
Gonzalez County, www.co.gonzales.tx.us
Gray County, www.co.gray.tx.us
Grayson County, www.co.grayson.tx.us
Gregg County, www.co.gregg.tx.us
Grimes County, www.co.grimes.tx.us
Guadalupe County, www.co.guadalupe.tx.us
Hale County, www.halecounty.org
Hall County, www.co.hall.tx.us

Hamilton County, www.co.hamilton.tx.us
Hansford County, www.co.hansford.tx.us
Hardin County, www.co.hardin.tx.us
Harris County, www.co.harris.tx.us
Harrison County, www.co.harrison.tx.us
Hartley County, www.co.hartley.tx.us
Haskell County, www.co.haskell.tx.us
Hays County, www.co.hays.tx.us
Henderson County, www.co.henderson.tx.us
Hidalgo County, www.co.hidalgo.tx.us
Hill County, www.co.hill.tx.us
Hockley County, www.co.hockley.tx.us
Hood County, www.co.hood.tx.us
Hopkins County, www.hopkinscountytexas.org
Houston County, www.co.houston.tx.us
Howard County, www.co.howard.tx.us
Hunt County, www.huntcounty.net
Irion County, www.co.irion.tx.us
Jack County, www.jackcounty.com
Jackson County, www.co.jackson.tx.us
Jasper County, www.co.jasper.tx.us
Jeff Davis County, www.co.jeff-davis.tx.us
Jefferson County, www.co.jefferson.tx.us
Jim Hogg County, www.co.jim-hogg.tx.us
Jim Wells County, www.co.jim-wells.tx.us
Johnson County, www.johnsoncountytexas.org
Jones County, www.co.jones.tx.us
Karnes County, www.co.karnes.tx.us
Kaufman County, www.kaufmancounty.net
Kendall County, www.co.kendall.tx.us
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Kerr County, www.kerrcounty.org
Kimble County, www.co.kimble.tx.us
Kinney County, www.co.kinney.tx.us
Kleburg County, www.co.kleberg.tx.us
Knox County, www.knoxcountytexas.com
Lamar County, www.co.lamar.tx.us
Lampasas County, www.co.lampasas.tx.us
La Salle County, www.co.la-salle.tx.us
Lavaca County, www.co.lavaca.tx.us
Lee County, www.co.lee.tx.us
Leon County, www.co.leon.tx.us
Liberty County, www.co.liberty.tx.us
Limestone County, www.co.limestone.tx.us
Lipscomb County, www.co.lipscomb.tx.us
Live Oak County, www.co.live-oak.tx.us
Llano County, www.co.llano.tx.us
Loving County, www.co.loving.tx.us

Lubbock County, www.co.lubbock.tx.us
Lynn County, www.co.lynn.tx.us
McCulloch County, www.co.mcculloch.tx.us
McLennan County, www.co.mclennan.tx.us
Madison County, www.co.madison.tx.us
Marion County, www.co.marion.tx.us
Mason County, www.co.mason.tx.us
Matagorda County, www.co.matagorda.tx.us
Maverick County, www.maverickcounty.org
Menard County, www.menardtexas.com
Midland County, www.co.midland.tx.us
Milam County, www.milamcounty.org
Mills County, www.co.mills.tx.us
Montague County, www.co.montague.tx.us
Montgomery County, www.co.montgomery.tx.us
Moore County, www.co.moore.tx.us
Morris County, www.co.morris.tx.us
Motley County, www.co.motley.tx.us
Nacogdoches County, www.co.nacogdoches.tx.us
Navarro County, www.co.navarro.tx.us
Newton County, www.co.newton.tx.us
Nolan County, www.co.nolan.tx.us
Nueces County, www.co.nueces.tx.us
Ochiltree County, www.co.ochiltree.tx.us
Oldham County, www.co.oldham.tx.us
Orange County, www.co.orange.tx.us
Palo Pinto County, www.co.palo-pinto.tx.us
Panola County, www.carthagetexas.com
Parker County, www.co.parkercountytx.net
Parmer County, www.co.parmer.tx.us
Pecos County, www.co.pecos.tx.us
Polk County, www.co.polk.tx.us
Potter County, www.co.potter.tx.us
Presidio County, www.co.presidio.tx.us
Rains County, www.co.rains.tx.us
Randall County, www.randallcounty.org
Reagan County, www.biglakertx.com
Real County, www.co.real.tx.us
Red River County, www.co.red-river.tx.us
Refugio County, www.co.refugio.tx.us
Roberts County, www.co.roberts.tx.us
Robertson County, www.co.robertson.tx.us
Rockwall County, www.rockwallcountytexas.com
Runnels County, www.co.runnels.tx.us
Rusk County, www.co.rusk.tx.us
San Augustine County, www.co.san-augustine.tx.us
San Jacinto County, www.co.san-jacinto.tx.us
San Patricio County, www.co.san-patricio.tx.us

San Saba County, www.sansabacounty.org
Schleicher County, www.co.schleicher.tx.us
Scurry County, www.co.scurry.tx.us
Shackelford County, www.shackelfordcountytexas.com
Shelby County, www.co.shelby.tx.us
Sherman, www.co.sherman.tx.us
Smith County, www.smith-county.com
Somervell County, www.glenrose.org
Stephens County, www.co.stephens.tx.us
Sterling County, www.co.sterling.tx.us
Sutton County, www.co.sutton.tx.us
Swisher County, www.co.swisher.tx.us
Tarrant County, www.tarrantcounty.com
Taylor County, www.taylorcountytexas.org
Terry County, www.co.terry.tx.us
Throckmorton County, www.co.throckmorton.tx.us
Titus County, www.mpcity.net/county
Tom Green County, www.co.tom-green.tx.us
Travis County, www.co.travis.tx.us
Trinity County, www.co.trinity.tx.us
Tyler County, www.co.tyler.tx.us
Upshur County, www.countyofupshur.com
Upton County, www.co.upton.tx.us
Uvalde County, www.uvaldecounty.com
Van Zandt County, www.co.van-zandt.tx.us
Victoria County, www.victoriacountytx.org
Walker County, www.co.walker.tx.us
Waller County, www.co.waller.tx.us
Ward County, www.co.ward.tx.us
Washington County, www.co.washington.tx.us
Webb County, www.webbcounty.com
Wharton County, www.co.wharton.tx.us
Wheeler County, www.co.wheeler.tx.us
Wichita County, www.co.wichita.tx.us
Wilbarger County, www.co.wilbarger.tx.us
Williamson County, www.williamson-county.org
Winkler County, www.co.winkler.tx.us
Wise County, www.wisecounty.com
Wood County, www.co.wood.tx.us
Yoakum County, www.co.yoakum.tx.us
Zavala County, www.co.zavala.tx.us

LEGAL AID OFFICES – www.texaslawhelp.org or www.texasatj.org (“find legal assistance”)

LAWYER REFERRAL SERVICES

State Bar of Texas Lawyer Referral Information Service (statewide), 800-252-9690

www.texasbar.com/public/findlawyer/lawyerref.asp

Certified Regional lawyer referral services:

Arlington Bar Assoc. LRS, 817-277-3113
Corpus Christi Bar Assoc. LRS, 361-883-3971
Dallas Bar Association LRS, 214-220-7444
El Paso Bar Assoc. LRS, 915-532-7052
Harris County Bar Assoc. LRS, 713-236-8000
Houston Lawyer Referral Service, Inc., 800-289-4577
Jefferson County Bar Assoc. LRS, 409-835-8438
Lawyer Referral Service of Central Texas, 512-472-8303
North Dallas Bar Association LRS, 972-980-0472
Plano Bar Association LRS, 972-424-6113
San Antonio Bar Assoc. LRS, 210-227-1853
Tarrant County Bar Assoc. LRS, 817-336-4101
Texas Legal Services Center, 800-622-2520

Legal Hotline for Older Texans, Austin

1-800-622-2520 Toll Free

FindLaw, www.findlaw.com

Martindale-Hubbell Lawyers.com, www.lawyers.com

MISCELLANEOUS RESOURCES

American Psychological Association, www.apa.org, 1-800-964-2000 Psychologist Referral Line

Freedom of Information, Open Records & Open Meetings, 1-800-580-6651 Toll Free, 214-977-6651

Harris County Court Info, [Court House Concierge](#) (713) 228-4700

[Innovative Mediation, Dallas \(972\) 930-0261](#)

Internal Revenue Service, 1-800-829-1040

[Single Parent Association, \(800\) 704-2102 \(602\) 788-5511](#)

Social Security Administration, 1-800-772-1213

Texas Department of Aging, 1-800-252-9240

Texas Workforce Commission

Unemployment Benefits, 1-800-939-6631

Employees Hotline, 1-800-832-2829

www.twc.state.tx.us

U.S. Department of Labor

Pension & Welfare Benefits Administration, 214-767-6831

Equal Employment Opportunity Commission, 1-800-669-4000

U.S. Immigration & Naturalization Service, 1-800-375-5283

INTERNET RESOURCES

American Bar Association, www.abanet.org

American Bar Association, Family Law Section, www.abanet.org/family/

American Academy of Matrimonial Lawyers, www.aaml.org

American Psychological Association, www.apa.org
Child Support Guideline Links, www.supportguidelines.com
DivorceNet, www.divorcenet.com
Divorce Online, www.divorceonline.com
Fathers for Kids, www.fathers4kids.org (a membership organization of nonlawyers.
\$100 fee)
Texas Academy of Family Law Specialists, www.tafls.org
Texas Bar Foundation, www.txbf.org
Texas Young Lawyer's Association, www.tyla.org
State Bar of Texas, www.texasbar.com
State Bar of Texas, Family Law Section, www.sbotfam.org
State Bar of Texas, Visitation Centers, www.sbotfam.org/visitationcenters.pdf
State of Texas (TexasOnline), www.state.tx.us
Texas Legislature Online, www.capitol.state.tx.us
Texas Commission on Human Rights, www.tchr.state.tx.us
Texas Department of Health, www.tdh.state.tx.us
Texas Department of Public Safety, www.txdps.state.tx.us
Texas Pro Se Law Help, www.texaslawhelp.org
Texas Secretary of State, www.sos.state.tx.us
U.S. EEOC (Equal Employment Opportunity Commission),
www.eeoc.gov/index.html
Women's Advocacy Project, www.women-law.org (family law and domestic violence
assistance)
Women's Shelters in Texas, www.dhs.state.tx.us/programs/familyviolence/shelters.html

APPENDIX A
SAMPLE ORIGINAL PETITION FOR DIVORCE

CAUSE NO. _____
(to be completed by the District Clerk)

IN THE MATTER OF THE MARRIAGE § IN THE DISTRICT COURT
§

(Your Name) Petitioner § OF _____ COUNTY, TEXAS
AND §

(Your Spouse's Name) Respondent § _____ JUDICIAL DISTRICT
§ (to be completed by the District Clerk)
§
AND IN THE INTEREST OF §
(Your children's names, if any), Child(ren)

ORIGINAL PETITION FOR DIVORCE

1. PARTIES: [You and Your Spouse]

This suit is brought by (your name), the Petitioner in this case. Respondent is (your spouse's name).

Petitioner: [Your information]

Petitioner's full name (the name on your birth certificate):

Petitioner's address is: (your address, including street, city, county, state and zip code) _____

Date of birth (your date of birth): _____
(month, day, year)

Social security number (your social security number):

Driver's license number (your driver's license state and number):

Respondent: [Your Spouse]

Respondent's full name (the name on your spouse's birth certificate):

Respondent's address is: (your spouse's address, including street, city, county, state and zip code) _____

Date of birth (your spouse's date of birth): _____
(month, day, year)

Social security number (your spouse's social security number):

Driver's license number (your spouse's driver's license state and number):

2. **DISCOVERY:**

Discovery is a procedure used by parties in a lawsuit to find out information about the other party.

[CHECK ONLY ONE]:

I would like discovery to be under Level 1 of Rule 190 of the Texas Rules of Civil Procedure because:

A. My spouse and I do not have any children who are younger than 18 years or any disabled children who are 18 years or older. The wife is not pregnant.

AND

B. Everything my spouse and I bought while we were married and that we still own does **not total more than \$50,000.**

OR

I would like discovery to be under Level 2 of Rule 190 of the Texas Rules of Civil Procedure because:

A. Everything my spouse and I bought while we were married and that we still own **does total more than \$50,000.**

AND / OR

B. My spouse and I have children who are younger than 18 years or we have disabled children who are 18 years or older.

3. **DOMICILE:** *[CHECK ONLY ONE]:*

_____ I have lived in Texas for the past six months, and in _____
County (the county where you have filed for divorce), Texas for the past 90 days.

AND / OR

_____ My spouse has lived in Texas for the past six months, and in _____
County (the county where you have filed for divorce), Texas for the past 90
days.

4. **SERVICE OF PROCESS:** *[CHECK ONLY ONE]:*

No Service of Process Needed At This Time:

Please do not have a sheriff or constable give a copy of this Original Petition for Divorce to my spouse right now because my spouse may sign a Waiver of Service. (Your spouse may sign a paper, in front of a notary, agreeing that you have given him or her a copy of this Original Petition for Divorce, and she does not want to have a sheriff, constable, or private process server give him or her another copy of this Original Petition for Divorce).

If my spouse does not sign a Waiver of Service, I will ask a sheriff or constable to give a copy of this Original Petition for Divorce to my spouse at this address:

(List your spouse's home or work address):

Street Address:

City, County, State:

(If this is a work address, list the business name)

OR

Service of Process Requested:

Please have a sheriff or constable give a copy of this Original Petition for Divorce to my spouse at this address *(List your spouse's home or work address):*

Street Address:

City, County, State:

(If this is a work address, list the business name)

5. DATES OF MARRIAGE AND SEPARATION

My spouse and I were married on or about _____
(List month, day, & year)

We stopped living together as husband and wife on or about _____
(List month, day & year separated)

6. GROUND FOR DIVORCE

The marriage has become insupportable because of discord or conflict of personalities that destroys the legitimate ends of the marriage relationship and prevents any reasonable expectation of reconciliation. *(You and your spouse do not get along with each other as husband and wife. You do not believe that you will ever live together as husband and wife again).*

7. CHILDREN OF THE MARRIAGE

(Complete this section Only if you and your spouse had children together, while you were married to each other.)

[]

NAME: _____ SEX (M or F): _____ BIRTHDATE: _____
PLACE OF BIRTH _____ HOME STATE _____

NAME: _____ SEX (M or F): _____ BIRTHDATE: _____
PLACE OF BIRTH _____ HOME STATE _____

NAME: _____ SEX (M or F): _____ BIRTHDATE: _____
PLACE OF BIRTH _____ HOME STATE _____

NAME: _____ SEX (M or F): _____ BIRTHDATE: _____
PLACE OF BIRTH _____ HOME STATE _____

OR

(Complete this section Only if you and your spouse had children together prior to the marriage, and the children have not previously been in court to set up custody or child support orders.)

Petitioner asserts that the following child(ren) were born to the parties prior to their marriage and at a time when Petitioner was not married to any other person. The child is the biological child of my spouse and (if it applies) the child has the last name of my spouse.

There are no court-ordered conservatorships, court-ordered guardianships, or other court-ordered relationships affecting the children the subject of this suit. *OR list any court-ordered conservatorships, court-ordered guardianships, or other court-ordered relationships that affect the children of the marriage.*

AND

No property of consequence is owned or possessed by the child the subject of this suit. *OR list the property that is owned by child.*

AND

The appointment of Petitioner and Respondent as joint managing conservators would be in the best interest of the child. Petitioner, on final hearing, should be appointed joint managing conservator, with all the rights and duties of a parent joint managing conservator, and (select who, Petitioner or Respondent, you are requesting to be responsible for paying child support) should be ordered to make payments for the support of the child in the manner specified by the Court. Petitioner requests that the payments for the support of the child survive the death of Respondent and become the obligation of Respondent's estate.

OR

(COMPLETE this section ONLY if you and your spouse do NOT have children together that are in need of financial or medical support)

My spouse and I do not have any biological or adopted children who are younger than 18 years old.

My spouse and I do not have any disabled children who are 18 years or older.

My spouse and I do not have any children who are 18 years or older that we have been court-ordered to support.

Pregnancy: *(CHECK ONLY ONE)*

The wife is not pregnant.

The wife is pregnant, but the husband is not the biological father of this child.

NOTE: If the wife is pregnant and the husband is the biological parent of the unborn child, do not file for divorce using this form.

(Complete this section Only if the wife had children with some one else, while you were married to each other.)

The husband is not the biological father of these children who were born while we were married: (Check this if you had children with someone other than your husband, while you were married to your husband.)

NAME: _____ SEX (M or F): ____ BIRTHDATE: _____

Biological Father _____

NAME: _____ SEX (M or F): ____ BIRTHDATE: _____

Biological Father _____

NAME: _____ SEX (M or F): ____ BIRTHDATE: _____

Biological Father _____

NAME: _____ SEX (M or F): ____ BIRTHDATE: _____

Biological Father _____

NAME: _____ SEX (M or F): ____ BIRTHDATE: _____

Biological Father _____

8. DIVISION OF COMMUNITY PROPERTY

My spouse and I will try to reach an agreement on how our community property and debts are divided. But if we cannot agree, I would like the Court to decide who gets the items that my spouse and I bought while we were married. I would also like for the Court to decide who pays the debts that my spouse and I owe. I would like the Court to make these decisions in a way that the Court believes is fair and according to the laws of Texas.

9. PROTECTIVE ORDER STATEMENT: [CHECK ONLY ONE]:

I do not currently have a Protective Order in effect against my spouse and my spouse does not currently have a Protective Order in effect against me. I have not filed an application for a Protective Order against my spouse in any Court and my spouse has not filed an application for a Protective Order against me in any Court.

OR

There is a current Protective Order in effect. The Protective Order was issued by the _____ Court, in _____ County, Texas, in Cause No. _____ and was signed on _____ [date]. I have attached a copy of the Protective Order to this Original Petition for Divorce. [Attach a copy of the protective order].

10. ADDITIONAL PROVISIONS

I would also like the Court to: [CHECK ONLY THOSE WHICH APPLY TO YOU]:

Change of Name: (Give first, middle, & last name of the name used before your marriage. Please note, you cannot ask the judge to change your spouse's name, if your spouse doesn't want to have his or her name changed).

I would like my name changed back to this:

(first, middle, last)

My spouse would like to have his/her name changed back to this:

(first, middle, last)

(Complete this Section Only if you are asking the judge to acknowledge items that you own as your separate property)

Separate Property:

I want the Court to confirm the following as my separate property:

- Before I married my spouse, I owned: *[Check What You Owned.]*
 a house *(State address and/or the legal description of the property.)*

- land *(State address and/or the legal description of the property.)*

- personal property *(Car, jewelry, stocks, etc.)*

- other *(Describe)*

- While I was married to my spouse, I received *(Check What You Received.)*
 an inheritance.
 a gift that was given to me only.
 money from a lawsuit for something other than lost wages.

11. NAME CHANGE

Check ONLY One of the following:

I am requesting my name be returned to the name I used before I was married:

(Print the first, middle, and last name as you used it before your marriage.)

Or

I am not requesting a name change

12. PRAYER

Petitioner requests that Respondent be given a copy of this Original Petition for Divorce in a way that is according to the law. Petitioner also asks that the Court give grant the divorce and everything else that Petitioner requested in this Original Petition for Divorce.

Respectfully submitted,

Petitioner, Pro Se *[Sign your name on the line.]*
[PRINT Your Name and Information.]:

Name: _____

Address: _____

Telephone: _____

APPENDIX B
 SAMPLE AFFIDAVIT OF INABILITY TO PAY COSTS

NO. (use the exact number provided by the district clerk on the top of the Petition for Divorce)

IN THE MATTER OF	§	IN THE DISTRICT COURT
THE MARRIAGE OF	§	
	§	
<i>(Name of Petitioner)</i>	§	
AND	§	_____ JUDICIAL DISTRICT
<i>(Name of Respondent)</i>	§	<i>(use the number provided by the district clerk)</i>
	§	
AND IN THE INTEREST OF	§	
<i>(list name of children, if any),</i>	§	_____ COUNTY, TEXAS
CHILDREN	§	

AFFIDAVIT OF INABILITY TO PAY COSTS

STATE OF TEXAS §
 COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared *(your name here)* _____ who, by me being duly sworn, on oath stated:

"I am unable to pay court costs. I understand that I can be held criminally responsible if I lie in this statement. This statement is true. My income, resources and expenses are set out in the schedule below:

MONTHLY INCOME:

	<u>Amount</u>	<u>Source or Description</u>
a) Public Assistance:	_____	_____
b) Public Benefit:	_____	_____
c) Net Employment:	_____	_____
d) Other Income:	_____	_____
e) Spouse's Income:	_____	_____

(List your spouse's income only if your spouse contributes to your household income)

NUMBER OF DEPENDENTS: _____

(Include yourself and children who are dependent on you)

PROPERTY:

a) Cars or Trucks (Year/Make):

1. _____

2. _____

b) Checking and/or Savings Account:

Bank: _____ Amount: \$ _____

Bank: _____ Amount: \$ _____

c) Cash: _____ Amount: \$ _____

d) Other Property (excluding homestead):

MONTHLY EXPENSES:

Rent/Mortgage: _____

Car Payment: _____

Transportation: _____

Insurance: _____

Clothing/Laundry: _____

Food: _____

Child Care _____

Medical/Dental: _____

Utilities: _____

Other: _____

TOTAL MONTHLY EXPENSES: _____

DEBTS AND CHILD SUPPORT OBLIGATIONS (exclude house and automobile):

<u>Creditors</u>	<u>Monthly Payment</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____



"I am unable to pay the court costs in this cause. I verify that the statements made in this affidavit are true and correct."

Affiant

(Sign your full name. Do not sign until you are in front of a notary public.)

SUBSCRIBED AND SWORN TO this _____ day of _____, 20__ by

(print the first and last name of the person who is signing this affidavit).

Notary Public, State of Texas

(Notary's Signature)

APPENDIX C
SAMPLE WAIVER OF SERVICE

This form MUST BE SIGNED AND COMPLETED by the Respondent AFTER the Original Petition for Divorce has been stamped by the District Clerk's Office with the date and time that it was filed. Copy the information from the top of the Original Petition for Divorce to the top part of this Waiver of Citation. Make sure that the Cause Number and the Judicial District number are the same as listed on the Original Petition for Divorce. Make sure that your name and your spouse's name are listed in the same order as on the Original Petition for Divorce.

NO. (use the exact number provided by the district clerk on the top of the Petition for Divorce)

IN THE MATTER OF	§	IN THE DISTRICT COURT
THE MARRIAGE OF	§	
	§	
(Name of Petitioner)	§	
AND	§	_____ JUDICIAL DISTRICT
(Name of Respondent)	§	(use the number provided by the
	§	District Clerk)
AND IN THE INTEREST OF	§	
(list names of children, if any), CHILDREN	§	_____ COUNTY, TEXAS

WAIVER OF CITATION

THE STATE OF TEXAS §
COUNTY OF _____ §
(Write in the name of the county where this Waiver of Citation is notarized.)

On this day, _____ (Print the name of the Respondent.)
appeared before me, the undersigned authority, and after being sworn on oath by me
said: "I, _____ (Print the name of the Respondent.), am the
Respondent in this divorce case.

My mailing address is:

(Write in the Respondent's mailing address.)

"I have been given a copy of the Original Petition for Divorce that was filed by my spouse under this Cause Number. I have read the Original Petition for Divorce and understand what it says. I do not want a constable, sheriff, or private process server to give me another copy of the Original Petition for Divorce.

"I am entering an appearance by signing this Waiver of Citation, which I understand is a substitute for coming to court and telling the Judge my side of the facts. I also understand that by signing this Waiver of Citation, I agree that the Judge in the county and state where my spouse filed this divorce can make decisions about my divorce even if the divorce should have been filed in another county or state.

"I do not want a record to be made of any testimony given in this divorce case.

"I agree that this divorce case may be heard by the Presiding Judge of the Court or by an Associate Judge or Referee of the Court who has been appointed by the Presiding Judge of the Court.

Check **ONLY One of the following:**

"I am requesting my name be returned to the name I used before I was married:

(Print the first, middle, and last name as you used it before your marriage.)

Or

"I am not requesting a name change.

Check **ONLY One of the following:**

"I agree that the Judge can finalize my divorce without asking me about my side of the facts, without my signature on the Final Decree of Divorce, and without further notice to me."

Or

"If I have signed the Final Decree of Divorce showing that I agree with everything in it, the Judge can finalize my divorce without asking me about my side of the facts, or giving further notice to me. If I have not signed the Final Decree of Divorce, I do not agree that the Judge can finalize my divorce without notifying me of a hearing."

(Sign your name, here, if you agree with this statement in front of Notary Public.)

SWORN TO, and SUBSCRIBED before me on _____
Notary Public State of Texas I, the Notary Public whose signature appears above, certify that I am not an attorney in this case.

I, the Notary Public whose signature appears above, certify that I am not an attorney in this case.

Notary Public

APPENDIX D
SAMPLE FINAL DECREE OF DIVORCE

NO. (use the exact number provided by the district clerk on the top of the Petition for Divorce)

IN THE MATTER OF	§	IN THE DISTRICT COURT
THE MARRIAGE OF	§	
	§	
<i>(Name of Petitioner)</i>	§	
AND	§	_____ JUDICIAL DISTRICT
<i>(Name of Respondent)</i>	§	<i>(use the number provided by the</i>
	§	<i>District Clerk)</i>
AND IN THE INTEREST OF	§	
<i>(list names of children, if any), CHILDREN</i>	§	_____ COUNTY, TEXAS

FINAL DECREE OF DIVORCE

On [date] the Court heard this case.

Appearances

Petitioner, [name of petitioner], appeared in person and through attorney of record, [name], and announced ready for trial.

Petitioner, [name of petitioner], did not appear in person but has agreed to the terms of this order as evidenced by Petitioner's signature below.

Respondent, [name of respondent], appeared in person and announced ready for trial.

appeared through attorney of record, [name], and announced ready for trial.

appeared in person and through attorney of record, [name], and announced ready for trial.

although duly and properly cited, did not appear and wholly made default.

waived issuance and service of citation by waiver duly filed and did not otherwise appear.

has made a general appearance and has agreed to the terms of this judgment to the extent permitted by law, as evidenced by Respondent's signature below.

has made a general appearance and was duly notified of trial but failed to appear and defaulted.

Also appearing was [name], appointed [guardian/attorney] ad litem of the child[ren] the subject of this suit. [Include if applicable: The [guardian/attorney] ad

litem has agreed to the terms of this order, as evidenced by the signature of the [guardian/attorney] ad litem below.]

Also appearing was [name], appointed by the Court as amicus attorney to assist the Court in protecting the best interests of the child[ren] the subject of this suit. [Include if applicable: The amicus attorney has agreed to the terms of this order, as evidenced by the signature of the amicus attorney below.]

Also appearing was [name], appointed attorney ad litem for [name of absent party], who received process by substituted service but did not otherwise answer or appear.

Record

The making of a record of testimony was waived by the parties with the consent of the Court.

The record of testimony was duly reported by [[name, address]/the court reporter for the [designation] Court].

Jurisdiction and Domicile

The Court finds that the pleadings of [Petitioner/Respondent] are in due form and contain all the allegations, information, and prerequisites required by law. The Court, after receiving evidence, finds that it has jurisdiction of this case and of all the parties and that at least sixty days have elapsed since the date the suit was filed. The Court finds that, at the time this suit was filed, [[Petitioner/Respondent] had been a domiciliary of Texas for the preceding six-month period and a resident of the county in which this suit was filed for the preceding ninety-day period/Petitioner was domiciled in another state or nation and Respondent had been a domiciliary of Texas for the preceding six-month period and was a resident of the county in which this suit was filed]. All persons entitled to citation were properly cited.

Jury

A jury was waived, and questions of fact and of law were submitted to the Court.

A jury was selected, questions of fact were submitted to the jury, and a verdict was returned and duly filed.

Agreement of Parties

The Court finds that the parties have entered into a written agreement as contained in this decree by virtue of having approved this decree as to both form and substance. To the extent permitted by law, the parties stipulate the agreement is enforceable as a contract. The Court approves the agreement of the parties as contained in this Final Decree of Divorce.

The Court finds that the parties have entered into an Agreement Incident to Divorce, in a document separate from this Final Decree of Divorce. The Court approves the agreement and incorporates it by reference as part of this decree as if it were recited herein verbatim and orders the parties to do all things necessary to effectuate the agreement. A copy of the agreement [is/is not] filed with the records of this Court.

The agreements in this Final Decree of Divorce were reached [in mediation with [name of mediator]/pursuant to the collaborative law process/pursuant to the informal settlement process]. This Final Decree of Divorce is stipulated to represent a merger of a [mediation/collaborative law/informal settlement] agreement between the parties. To the extent there exist any differences between the [mediation/collaborative law/informal settlement] agreement and this Final Decree of Divorce, this Final Decree of Divorce shall control in all instances.

The agreements in this Final Decree of Divorce are in compliance with the parties' [premarital/partition and exchange] agreement.

Divorce

IT IS ORDERED AND DECREED that [name of petitioner], Petitioner, and [name of respondent], Respondent, are divorced and that the marriage between them is dissolved [include if desired: on the ground[s] of [insupportability/living apart/insanity]].

IT IS ORDERED AND DECREED that [name], [Petitioner/Respondent], is granted a divorce from [name], [Respondent/Petitioner], and the marriage between them is dissolved on the ground[s] of [adultery/cruelty/conviction of felony/abandonment].

Child[ren] of the Marriage

The Court finds that there is no child of the marriage of Petitioner and Respondent and that none is expected.

The Court finds that there is no child of the marriage of Petitioner and Respondent now under eighteen years of age or otherwise entitled to support and that none is expected.

The Court finds that Petitioner and Respondent are the parents of the following child[ren]:

Name:

Sex:

Birth date:

Home state:

Social Security number:

Driver's license number and issuing state:

The Court finds no other children of the marriage are expected.

Parenting Plan

The Court finds that the provisions in this decree relating to the rights and duties of the parties with relation to the child[ren], possession of and access to the child[ren], child support, and optimizing the development of a close and continuing relationship between each party and the child[ren] constitute [the parties' agreed parenting plan/the parenting plan established by the Court].

Conservatorship and Support

The Court, having considered the circumstances of the parents and of the child[ren], finds that the following orders are in the best interest of the child[ren].

IT IS ORDERED that [name of petitioner] and [name of respondent] are appointed parent joint managing conservators of the following child[ren]: [name[s] of child[ren]].

IT IS ORDERED that, at all times, [name of petitioner] and [name of respondent], as parent joint managing conservators, shall each have the following rights:

1. the right to receive information from any other conservator of the child[ren] concerning the health, education, and welfare of the child[ren];
2. the right to confer with the other parent to the extent possible before making a decision concerning the health, education, and welfare of the child[ren];
3. the right of access to medical, dental, psychological, and educational records of the child[ren];
4. the right to consult with a physician, dentist, or psychologist of the child[ren];
5. the right to consult with school officials concerning the child[ren]'s welfare and educational status, including school activities;
6. the right to attend school activities;
7. the right to be designated on the child[ren]'s records as a person to be notified in case of an emergency;

8. 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]; and

9. 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.

IT IS ORDERED that, at all times, [name of petitioner] and [name of respondent], as parent joint managing conservators, shall each have the following duties:

1. the duty to inform the other conservator[s] of the child[ren] in a timely manner of significant information concerning the health, education, and welfare of the child[ren]; and

2. the duty to inform the other conservator[s] of the child[ren] if the conservator resides with for at least thirty 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. IT IS ORDERED that this information shall be tendered in the form of a notice made as soon as practicable, but not later than the fortieth day after the date the conservator of the child[ren] begins to reside with the person or on the tenth day after the date the marriage occurs, as appropriate. IT IS ORDERED that 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. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE.

IT IS ORDERED that, during their respective periods of possession, [name of petitioner] and [name of respondent], as parent joint managing conservators, shall each have the following rights and duties:

1. the duty of care, control, protection, and reasonable discipline of the child[ren];

2. 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;

3. the right to consent for the child[ren] to medical and dental care not involving an invasive procedure; and

4. the right to direct the moral and religious training of the child[ren].

IT IS ORDERED that [name of petitioner], as a parent joint managing conservator, shall have the following rights and duty:

1. the exclusive right to designate the primary residence of the child[ren] [within [specify geographical area]/without regard to geographic location];

2. the [exclusive right/right, subject to the agreement of the other parent conservator,/independent right] to consent to medical, dental, and surgical treatment involving invasive procedures;

3. the [exclusive right/right, subject to the agreement of the other parent conservator,/independent right] to consent to psychiatric and psychological treatment of the child[ren];

4. the [exclusive right/right, subject to the agreement of the other parent conservator,/independent 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];

5. the [exclusive right/right, subject to the agreement of the other parent conservator,/independent right] to represent the child[ren] in legal action and to make other decisions of substantial legal significance concerning the child[ren];

6. the [exclusive right/right, subject to the agreement of the other parent conservator,/independent right] to consent to marriage and to enlistment in the armed forces of the United States;

7. the [exclusive right/right, subject to the agreement of the other parent conservator,/independent right] to make decisions concerning the child[ren]'s education;

8. except as provided by section 264.0111 of the Texas Family Code, the [exclusive right/right, subject to the agreement of the other parent conservator,/independent right] to the services and earnings of the child[ren];

9. 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, subject to the agreement of the other parent conservator,/independent right] 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; and

10. the [exclusive duty/duty, subject to the agreement of the other parent conservator,/independent duty] to manage the estate[s] of the child[ren] to the extent the estate[s] [has/have] been created by community property or the joint property of the parents.

IT IS ORDERED that [name of respondent], as a parent joint managing conservator, shall have the following rights and duty:

1. the exclusive right to designate the primary residence of the child[ren] [within [specify geographical area]/without regard to geographic location];

2. the [exclusive right/right, subject to the agreement of the other parent conservator,/independent right] to consent to medical, dental, and surgical treatment involving invasive procedures;

3. the [exclusive right/right, subject to the agreement of the other parent conservator,/independent right] to consent to psychiatric and psychological treatment of the child[ren];

4. the [exclusive right/right, subject to the agreement of the other parent conservator,/independent 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];

5. the [exclusive right/right, subject to the agreement of the other parent conservator,/independent right] to represent the child[ren] in legal action and to make other decisions of substantial legal significance concerning the child[ren];

6. the [exclusive right/right, subject to the agreement of the other parent conservator,/independent right] to consent to marriage and to enlistment in the armed forces of the United States;

7. the [exclusive right/right, subject to the agreement of the other parent conservator,/independent right] to make decisions concerning the child[ren]'s education;

8. except as provided by section 264.0111 of the Texas Family Code, the [exclusive right/right, subject to the agreement of the other parent conservator,/independent right] to the services and earnings of the child[ren];

9. 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, subject to the agreement of the other parent conservator,/independent right] 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; and

10. the [exclusive duty/duty, subject to the agreement of the other parent conservator,/independent duty] to manage the estate[s] of the child[ren] to the extent the estate[s] [has/have] been created by community property or the joint property of the parents.

The Court finds that, in accordance with section 153.001 of the Texas Family Code, it is the public policy of Texas to assure that children will have frequent and continuing contact with parents who have shown the ability to act in the best interest of the child, to provide a safe, stable, and nonviolent environment for the child, and to encourage parents to share in the rights and duties of raising their child after the parents have separated or dissolved their marriage. IT IS ORDERED that the primary residence of the child[ren] shall be [specify geographical area], and the parties shall not remove the child[ren] from [specify geographical area] for the purpose of changing the primary residence of the child[ren] until modified by further order of the court of continuing jurisdiction or by written agreement signed by the parties and filed with the court. IT IS FURTHER ORDERED that [name] shall have the exclusive right to designate the child[ren]'s primary residence within [specify geographical area]. IT IS

ORDERED that this geographical restriction on the residence of the child[ren] shall be lifted if, at the time [name] wishes to remove the child[ren] from [specify geographical area] for the purpose of changing the primary residence of the child[ren], [name] does not reside in [specify geographical area].

IT IS ORDERED that [include provisions to minimize disruption of the child[ren]'s education, daily routine, and association with friends].

IT IS ORDERED that [name] is appointed a parent sole managing conservator and [name] is appointed a parent possessory conservator of the following child[ren]: [name[s] of child[ren]].

IT IS ORDERED that, at all times, [name], as a parent sole managing conservator, and [name], as a parent possessory conservator, shall each have the following rights:

1. the right to receive information from any other conservator of the child[ren] concerning the health, education, and welfare of the child[ren];
2. the right to confer with the other parent to the extent possible before making a decision concerning the health, education, and welfare of the child[ren];
3. the right of access to medical, dental, psychological, and educational records of the child[ren];
4. the right to consult with a physician, dentist, or psychologist of the child[ren];
5. the right to consult with school officials concerning the child[ren]'s welfare and educational status, including school activities;
6. the right to attend school activities;
7. the right to be designated on the child[ren]'s records as a person to be notified in case of an emergency;
8. 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]; and
9. 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.

IT IS ORDERED that, at all times, [name], as a parent sole managing conservator, and [name], as a parent possessory conservator, shall each have the following duties:

1. the duty to inform the other conservator[s] of the child[ren] in a timely manner of significant information concerning the health, education, and welfare of the child[ren]; and

2. the duty to inform the other conservator[s] of the child[ren] if the conservator resides with for at least thirty 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. IT IS ORDERED that this information shall be tendered in the form of a notice made as soon as practicable, but not later than the fortieth day after the date the conservator of the child[ren] begins to reside with the person or on the tenth day after the date the marriage occurs, as appropriate. IT IS ORDERED that 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. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE.

IT IS ORDERED that, during their respective periods of possession, [name], as a parent sole managing conservator, and [name], as a parent possessory conservator, shall each have the following rights and duties:

1. the duty of care, control, protection, and reasonable discipline of the child[ren];
2. 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;
3. the right to consent for the child[ren] to medical and dental care not involving an invasive procedure; and
4. the right to direct the moral and religious training of the child[ren].

IT IS ORDERED that [name], as parent sole managing conservator, shall have the following exclusive rights and duty:

1. the right to designate the primary residence of the child[ren];
2. the right to consent to medical, dental, and surgical treatment involving invasive procedures;
3. the right to consent to psychiatric and psychological treatment of the child[ren];
4. the 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];
5. the right to represent the child[ren] in legal action and to make other decisions of substantial legal significance concerning the child[ren];
6. the right to consent to marriage and to enlistment in the armed forces of the United States;

7. the right to make decisions concerning the child[ren]'s education;
8. except as provided by section 264.0111 of the Texas Family Code, the right to the services and earnings of the child[ren];
9. 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 right 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; and
10. the duty to manage the estate[s] of the child[ren] to the extent the estate[s] [has/have] been created by community property or the joint property of the parents.

If [name of parent appointed sole managing conservator] applies for a passport for the child[ren], [he/she] is ORDERED to notify the other conservator[s] of that fact no later than [number] days after the application.

IT IS ORDERED that if a parent's consent is required for the issuance of a passport, that parent shall provide that consent in writing no later than [number] days after receipt of the consent documents, unless the parent has good cause for withholding that consent.

IT IS ORDERED that the following custodial account[s] now held by the parties for the parties' child[ren] [is/are] placed under the sole and exclusive control of [name]: [list each financial institution account number and account name].

Standard Possession Order

The Court finds that the following provisions of this Standard Possession Order are intended to and do comply with the requirements of Texas Family Code sections 153.311 through 153.317. IT IS ORDERED that each conservator shall comply with all terms and conditions of this Standard Possession Order. IT IS ORDERED that this Standard Possession Order is effective immediately and applies to all periods of possession occurring on and after the date the Court signs this Standard Possession Order. IT IS, THEREFORE, ORDERED:

(a) Definitions

1. In this Standard Possession Order "school" means the primary or secondary school in which the child is enrolled or, if the child is not enrolled in a primary or secondary school, the public school district in which the child primarily resides.

2. In this Standard Possession Order "child" includes each child, whether one or more, who is a subject of this suit while that child is under the age of eighteen years and not otherwise emancipated.

(b) Mutual Agreement or Specified Terms for Possession

IT IS ORDERED that the conservators shall have possession of the child at times mutually agreed to in advance by the parties, and, in the absence of mutual agreement,

it is ORDERED that the conservators shall have possession of the child under the specified terms set out in this Standard Possession Order.

(c) Parents Who Reside 100 Miles or Less Apart

Except as otherwise explicitly provided in this Standard Possession Order, when Possessory Conservator resides 100 miles or less from the primary residence of the child, Possessory Conservator shall have the right to possession of the child as follows:

1. Weekends—

On weekends that occur during the regular school term, beginning at [select one: 6:00 P.M./the time the child's school is regularly dismissed/or specify other time elected between school dismissal and 6:00 P.M.] on the first, third, and fifth Friday of each month and ending at [select one: 6:00 P.M. on the following Sunday/the time the child's school resumes after the weekend].

On weekends that do not occur during the regular school term, beginning at 6:00 P.M. on the first, third, and fifth Friday of each month and ending at 6:00 P.M. on the following Sunday.

2. Weekend Possession Extended by a Holiday—Except as otherwise explicitly provided in this Standard Possession Order, if a weekend period of possession by Possessory Conservator begins on a Friday that is a school holiday during the regular school term or a federal, state, or local holiday during the summer months when school is not in session, or if the period ends on or is immediately followed by a Monday that is such a holiday, that weekend period of possession shall begin at [select one: 6:00 P.M./the time the child's school is regularly dismissed/or specify other time elected between school dismissal and 6:00 P.M.] on the Thursday immediately preceding the Friday holiday or school holiday or end [select one: at 6:00 P.M. on that Monday holiday or school holiday/at 6:00 P.M. on that Monday holiday or at the time school resumes after that school holiday], as applicable.

3. Thursdays—On Thursday of each week during the regular school term, beginning at [select one: 6:00 P.M./the time the child's school is regularly dismissed/or specify other time elected between school dismissal and 6:00 P.M.] and ending at [select one: 8:00 P.M./the time the child's school resumes on Friday].

4. Spring Break in Even-Numbered Years—In even-numbered years, beginning at [select one: 6:00 P.M./the time the child's school is regularly dismissed/or specify other time elected between school dismissal and 6:00 P.M.] on the day the child is dismissed from school for the school's spring vacation and ending at [select one: 6:00 P.M. on the day before/the time] school resumes after that vacation.

5. Extended Summer Possession by Possessory Conservator—

With Written Notice by April 1—If Possessory Conservator gives Sole Managing Conservator written notice by April 1 of a year specifying an extended period or periods of summer possession for that year, Possessory Conservator shall have possession

of the child for thirty 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, as specified in the written notice [**include if applicable:** , provided that the period or periods of extended summer possession do not interfere with Father's Day Weekend]. These periods of possession shall begin and end at 6:00 P.M.

Without Written Notice by April 1—If Possessory Conservator does not give Sole Managing Conservator written notice by April 1 of a year specifying an extended period or periods of summer possession for that year, Possessory Conservator shall have possession of the child for thirty consecutive days in that year beginning at 6:00 P.M. on July 1 and ending at 6:00 P.M. on July 31.

Notwithstanding the Thursday periods of possession during the regular school term and the weekend periods of possession ORDERED for Possessory Conservator, it is explicitly ORDERED that Sole Managing Conservator shall have a superior right of possession of the child as follows:

1. Spring Break in Odd-Numbered Years—In odd-numbered years, beginning at 6:00 P.M. on the day the child is dismissed from school for the school's spring vacation and ending at 6:00 P.M. on the day before school resumes after that vacation.

2. Summer Weekend Possession by Sole Managing Conservator—If Sole Managing Conservator gives Possessory Conservator written notice by April 15 of a year, Sole Managing Conservator shall have possession of the child on any one weekend beginning at 6:00 P.M. on Friday and ending at 6:00 P.M. on the following Sunday during any one period of the extended summer possession by Possessory Conservator in that year, provided that Sole Managing Conservator picks up the child from Possessory Conservator and returns the child to that same place [**include if applicable:** and that the weekend so designated does not interfere with Father's Day Weekend].

3. Extended Summer Possession by Sole Managing Conservator—If Sole Managing Conservator gives Possessory Conservator written notice by April 15 of a year or gives Possessory Conservator fourteen days' written notice on or after April 16 of a year, Sole Managing Conservator may designate one weekend 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, during which an otherwise scheduled weekend period of possession by Possessory Conservator shall not take place in that year, provided that the weekend so designated does not interfere with Possessory Conservator's period or periods of extended summer possession [**include if applicable:** or with Father's Day Weekend].

(d) Parents Who Reside More Than 100 Miles Apart

Except as otherwise explicitly provided in this Standard Possession Order, when Possessory Conservator resides more than 100 miles from the residence of the child, Possessory Conservator shall have the right to possession of the child as follows:

1. Weekends—Unless Possessory Conservator elects the alternative period of weekend possession described in the next paragraph, Possessory Conservator shall have the right to possession of the child on weekends that occur during the regular school term, beginning at [select one: 6:00 P.M./the time the child's school is regularly dismissed/or specify other time elected between school dismissal and 6:00 P.M.] on the first, third, and fifth Friday of each month and ending at [select one: 6:00 P.M. on the following Sunday/the time the child's school resumes after the weekend], and on weekends that do not occur during the regular school term, beginning at 6:00 P.M. on the first, third, and fifth Friday of each month and ending at 6:00 P.M. on the following Sunday. Except as otherwise explicitly provided in this Standard Possession Order, if such a weekend period of possession by Possessory Conservator begins on a Friday that is a school holiday during the regular school term or a federal, state, or local holiday during the summer months when school is not in session, or if the period ends on or is immediately followed by a Monday that is such a holiday, that weekend period of possession shall begin at [select one: 6:00 P.M./the time the child's school is regularly dismissed/or specify other time elected between school dismissal and 6:00 P.M.] on the Thursday immediately preceding the Friday holiday or school holiday or end [select one: at 6:00 P.M. on that Monday holiday or school holiday/at 6:00 P.M. on that Monday holiday or at the time school resumes after that school holiday], as applicable.

Alternate Weekend Possession—In lieu of the weekend possession described in the foregoing paragraph, Possessory Conservator shall have the right to possession of the child not more than one weekend per month of Possessory Conservator's choice beginning at [select one: 6:00 P.M./the time the child's school is regularly dismissed/or specify other time elected between school dismissal and 6:00 P.M.] on the day school recesses for the weekend and ending at [select one: 6:00 P.M. on the day before school resumes/the time the child's school resumes] after the weekend. Except as otherwise explicitly provided in this Standard Possession Order, if such a weekend period of possession by Possessory Conservator begins on a Friday that is a school holiday during the regular school term or a federal, state, or local holiday during the summer months when school is not in session, or if the period ends on or is immediately followed by a Monday that is such a holiday, that weekend period of possession shall begin at [select one: 6:00 P.M./the time the child's school is regularly dismissed/or specify other time elected between school dismissal and 6:00 P.M.] on the Thursday immediately preceding the Friday holiday or school holiday or end [select one: at 6:00 P.M. on that Monday holiday or school holiday/at 6:00 P.M. on that Monday holiday or at the time school resumes after that school holiday], as applicable. Possessory Conservator may elect an option for this alternative period of weekend possession by giving written notice to Sole Managing Conservator within ninety days after the parties begin to reside more than 100 miles apart. If Possessory Conservator makes this election, Possessory Conservator shall give Sole Managing Conservator fourteen days' written or telephonic notice preceding a designated weekend. The weekends chosen shall not conflict with the provisions regarding Christmas, Thanksgiving, the child's birthday, and [Father's/Mother's] Day Weekend below.

1. Weekends—On weekends that occur during the regular school term, beginning at [select one: 6:00 P.M./the time the child's school is regularly dismissed/or specify other time elected between school dismissal and 6:00 P.M.] on the first,

third, and fifth Friday of each month and ending at [select one: 6:00 P.M. on the following Sunday/the time the child's school resumes after the weekend], and on weekends that do not occur during the regular school term, beginning at 6:00 P.M. on the first, third, and fifth Friday of each month and ending at 6:00 P.M. on the following Sunday. Except as otherwise explicitly provided in this Standard Possession Order, if a weekend period of possession by Possessory Conservator begins on a Friday that is a school holiday during the regular school term or a federal, state, or local holiday during the summer months when school is not in session, or if the period ends on or is immediately followed by a Monday that is such a holiday, that weekend period of possession shall begin at [select one: 6:00 P.M./the time the child's school is regularly dismissed/or specify other time elected between school dismissal and 6:00 P.M.] on the Thursday immediately preceding the Friday holiday or school holiday or end [select one: at 6:00 P.M. on that Monday holiday or school holiday/at 6:00 P.M. on that Monday holiday or at the time school resumes after that school holiday], as applicable.

1. Weekend—One weekend per month, of Possessory Conservator's choice, beginning at [select one: 6:00 P.M./the time the child's school is regularly dismissed/or specify other time elected between school dismissal and 6:00 P.M.] on the day school recesses for the weekend and ending at [select one: 6:00 P.M. on the day before school resumes/the time the child's school resumes] after the weekend, provided that Possessory Conservator gives Sole Managing Conservator fourteen days' written or telephonic notice preceding a designated weekend. The weekends chosen shall not conflict with the provisions regarding Christmas, Thanksgiving, the child's birthday, and [Father's/Mother's] Day Weekend below.

2. Spring Break in All Years—Every year, beginning at [select one: 6:00 P.M./the time the child's school is regularly dismissed/or specify other time elected between school dismissal and 6:00 P.M.] on the day the child is dismissed from school for the school's spring vacation and ending at [select one: 6:00 P.M. on the day before/the time] school resumes after that vacation.

3. Extended Summer Possession by Possessory Conservator—

With Written Notice by April 1—If Possessory Conservator gives Sole Managing Conservator written notice by April 1 of a year specifying an extended period or periods of summer possession for that year, Possessory Conservator shall have possession of the child for forty-two 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, as specified in the written notice [include if applicable: , provided that the period or periods of extended summer possession do not interfere with Father's Day Weekend]. These periods of possession shall begin and end at 6:00 P.M.

Without Written Notice by April 1—If Possessory Conservator does not give Sole Managing Conservator written notice by April 1 of a year specifying an extended period or periods of summer possession for that year, Possessory Conservator shall have possession of the child for forty-two consecutive days beginning at 6:00 P.M. on June 15 and ending at 6:00 P.M. on July 27 of that year.

Notwithstanding the weekend periods of possession ORDERED for Possessory Conservator, it is explicitly ORDERED that Sole Managing Conservator shall have a superior right of possession of the child as follows:

1. Summer Weekend Possession by Sole Managing Conservator—If Sole Managing Conservator gives Possessory Conservator written notice by April 15 of a year, Sole Managing Conservator shall have possession of the child on any one weekend beginning at 6:00 P.M. on Friday and ending at 6:00 P.M. on the following Sunday during any one period of possession by Possessory Conservator during Possessory Conservator's extended summer possession in that year, provided that if a period of possession by Possessory Conservator in that year exceeds thirty days, Sole Managing Conservator may have possession of the child under the terms of this provision on any two nonconsecutive weekends during that period and provided that Sole Managing Conservator picks up the child from Possessory Conservator and returns the child to that same place [**include if applicable:** and that the weekend so designated does not interfere with Father's Day Weekend].

2. Extended Summer Possession by Sole Managing Conservator—If Sole Managing Conservator gives Possessory Conservator written notice by April 15 of a year, Sole Managing Conservator may designate twenty-one 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 Possessory Conservator shall not have possession of the child, provided that the period or periods so designated do not interfere with Possessory Conservator's period or periods of extended summer possession [**include if applicable:** or with Father's Day Weekend].

(e) Holidays Unaffected by Distance

Notwithstanding the weekend and Thursday periods of possession of Possessory Conservator, Sole Managing Conservator and Possessory Conservator shall have the right to possession of the child as follows:

1. Christmas Holidays in Even-Numbered Years—In even-numbered years, Possessory Conservator shall have the right to possession of the child beginning at [**select one:** 6:00 P.M./the time the child's school is regularly dismissed/**or specify other time elected between school dismissal and 6:00 P.M.**] on the day the child is dismissed from school for the Christmas school vacation and ending at noon on December 28, and Sole Managing Conservator shall have the right to possession of the child beginning at noon on December 28 and ending at 6:00 P.M. on the day before school resumes after that Christmas school vacation.

2. Christmas Holidays in Odd-Numbered Years—In odd-numbered years, Sole Managing Conservator shall have the right to possession of the child beginning at 6:00 P.M. on the day the child is dismissed from school for the Christmas school vacation and ending at noon on December 28, and Possessory Conservator shall have the right to possession of the child beginning at noon on December 28 and ending at

[select one: 6:00 P.M. on the day before/the time] the child's school resumes after that Christmas school vacation.

3. Thanksgiving in Odd-Numbered Years—In odd-numbered years, Possessory Conservator shall have the right to possession of the child beginning at [select one: 6:00 P.M./the time the child's school is regularly dismissed/or specify other time elected between school dismissal and 6:00 P.M.] on the day the child is dismissed from school for the Thanksgiving holiday and ending at [select one: 6:00 P.M. on the Sunday following Thanksgiving/the time the child's school resumes after that Thanksgiving holiday].

4. Thanksgiving in Even-Numbered Years—In even-numbered years, Sole Managing Conservator shall have the right to possession of the child beginning at 6:00 P.M. on the day the child is dismissed from school for the Thanksgiving holiday and ending at 6:00 P.M. on the Sunday following Thanksgiving.

5. Child's Birthday—If a conservator is not otherwise entitled under this Standard Possession Order to present possession of [the/a] child on the child's birthday, that conservator shall have possession of the child [include if desired: and the child's minor siblings] beginning at 6:00 P.M. and ending at 8:00 P.M. on that day, provided that that conservator picks up the child[ren] from the other conservator's residence and returns the child[ren] to that same place.

6. Father's Day Weekend—Father shall have the right to possession of the child each year, beginning at 6:00 P.M. on the Friday preceding Father's Day and ending at 6:00 P.M. on Father's Day, provided that if Father is not otherwise entitled under this Standard Possession Order to present possession of the child, he shall pick up the child from the other conservator's residence and return the child to that same place.

7. Mother's Day Weekend—Mother shall have the right to possession of the child each year, beginning at 6:00 P.M. on the Friday preceding Mother's Day and ending at 6:00 P.M. on Mother's Day, provided that if Mother is not otherwise entitled under this Standard Possession Order to present possession of the child, she shall pick up the child from the other conservator's residence and return the child to that same place.

(f) Undesignated Periods of Possession

Sole Managing Conservator shall have the right of possession of the child at all other times not specifically designated in this Standard Possession Order for Possessory Conservator.

(g) General Terms and Conditions

Except as otherwise explicitly provided in this Standard Possession Order, the terms and conditions of possession of the child that apply regardless of the distance between the residence of a parent and the child are as follows:

1. Surrender of Child by Sole Managing Conservator—Sole Managing Conservator is ORDERED to surrender the child to Possessory Conservator at the

beginning of each period of Possessory Conservator's possession at the residence of Sole Managing Conservator.

If a period of possession by Possessory Conservator begins at the time the child's school is regularly dismissed, Sole Managing Conservator is ORDERED to surrender the child to Possessory Conservator at the beginning of each such period of possession at the school in which the child is enrolled. If the child is not in school, Possessory Conservator shall pick up the child at the residence of Sole Managing Conservator at [time], and Sole Managing Conservator is ORDERED to surrender the child to Possessory Conservator at the residence of Sole Managing Conservator at [time] under these circumstances.

2. Surrender of Child by Possessory Conservator—Possessory Conservator is ORDERED to surrender the child to Sole Managing Conservator at the residence of Possessory Conservator at the end of each period of possession.

2. Return of Child by Possessory Conservator—Possessory Conservator is ORDERED to return the child to the residence of Sole Managing Conservator at the end of each period of possession. However, it is ORDERED that, if Sole Managing Conservator and Possessory Conservator live in the same county at the time of rendition of this order, Possessory Conservator's county of residence remains the same after rendition of this order, and Sole Managing Conservator's county of residence changes, effective on the date of the change of residence by Sole Managing Conservator, Possessory Conservator shall surrender the child to Sole Managing Conservator at the residence of Possessory Conservator at the end of each period of possession.

If a period of possession by Possessory Conservator ends at the time the child's school resumes, Possessory Conservator is ORDERED to surrender the child to Sole Managing Conservator at the end of each such period of possession at the school in which the child is enrolled or, if the child is not in school, at the residence of Sole Managing Conservator at [time].

3. Surrender of Child by Possessory Conservator—Possessory Conservator is ORDERED to surrender the child to Sole Managing Conservator, if the child is in Possessory Conservator's possession or subject to Possessory Conservator's control, at the beginning of each period of Sole Managing Conservator's exclusive periods of possession, at the place designated in this Standard Possession Order.

4. Return of Child by Sole Managing Conservator—Sole Managing Conservator is ORDERED to return the child to Possessory Conservator, if Possessory Conservator is entitled to possession of the child, at the end of each of Sole Managing Conservator's exclusive periods of possession, at the place designated in this Standard Possession Order.

5. Personal Effects—Each conservator is ORDERED to return with the child the personal effects that the child brought at the beginning of the period of possession.

6. Designation of Competent Adult—Each conservator may designate any competent adult to pick up and return the child, as applicable. IT IS ORDERED that

a conservator or a designated competent adult be present when the child is picked up or returned.

7. Inability to Exercise Possession—Each conservator is ORDERED to 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 any specified period.

8. Written Notice—Written notice shall be deemed to have been timely made if received or postmarked before or at the time that notice is due.

9. Notice to School and Sole Managing Conservator—If Possessory Conservator's time of possession of the child ends at the time school resumes and for any reason the child is not or will not be returned to school, Possessory Conservator shall immediately notify the school and Sole Managing Conservator that the child will not be or has not been returned to school.

The Court finds that Possessory Conservator is currently a member of the armed forces of the state or the United States or is reasonably expected to join those forces. The Court further finds that Possessory Conservator has designated [name of designee] as a person who may exercise possession of the child on behalf of Possessory Conservator during the period that Possessory Conservator is deployed under a military deployment as defined by the Texas Family Code and that the possession is in the best interest of the child.

IT IS THEREFORE ORDERED that during periods of deployment, [name of designee] has the right to possession of the child for the periods and in the manner in which Possessory Conservator would be entitled to exercise possession under the provisions of this Standard Possession Order as set out above.

IT IS FURTHER ORDERED that Sole Managing Conservator and [name of designee] are subject to the requirements imposed on a conservator listed above in part (g), General Terms and Conditions, of this Standard Possession Order, with [name of designee] considered, for purposes of those requirements, to be Possessory Conservator. [Name of designee] has following duties and right during the period that [name of designee] has possession of the child: the duty of care, control, protection, and reasonable discipline of the child; the duty to provide the child with clothing, food, and shelter; and 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. [Name of designee] is subject to any provision in a court order restricting or prohibiting access to the child by any specified individual.

IT IS ORDERED that after the military deployment is concluded and Possessory Conservator returns to Possessory Conservator's usual residence, [name of designee]'s right to possession terminates and the rights of all affected parties are governed by the terms of any court order applicable when Possessory Conservator is not deployed.

This concludes the Standard Possession Order.

The Court further ORDERS that until a child of this marriage reaches three years of age, Possessory Conservator shall have possession of and access to that child as follows: **[specify periods of possession of and access to the child]**.

The Court further ORDERS that when a child reaches three years of age, Possessory Conservator shall have possession of and access to that child as set forth in the preceding Standard Possession Order.

The periods of possession ordered above apply to [the/each] child the subject of this suit while that child is under the age of eighteen years and not otherwise emancipated.

IT IS ORDERED that neither conservator shall take possession of the child[ren] during the other conservator's period of possession unless there is a prior written agreement signed by both conservators or in case of an emergency.

For purposes of this order, the term "electronic communication" means any communication facilitated by the use of any wired or wireless technology via the Internet or any other electronic media. The term includes communication facilitated by the use of a telephone, electronic mail, instant messaging, videoconferencing, or webcam.

IT IS ORDERED that **[[name[s]]/the conservators]** shall have electronic communication with the child[ren] to supplement [his/her/their] periods of possession as follows: **[set out times and general conditions of electronic communication between each child and each conservator granted electronic communication with that child]**.

The Court finds that, even though it has **[include one or both of the following: made a finding of family violence/[and] imposed supervised visitation between the child[ren] and [name]]**, the parties have agreed to periods of electronic communication between **[name]** and the child[ren]. IT IS THEREFORE ORDERED that, pursuant to the parties' agreement, **[name]** shall have electronic communication with the child[ren] as follows: **[set out times and general conditions of electronic communication with each applicable child in bold-faced, capitalized type, including any specific restrictions relating to family violence or supervised visitation required by other law to be included in a possession or access order]**.

IT IS ORDERED that each conservator shall—

1. provide the other conservator[s] with the e-mail address[es] and other electronic communication access information of the child[ren] within **[number]** [hours/days] after the Court signs this order;
2. notify the other conservator[s] of any change in the e-mail address[es] or other electronic communication access information not later than twenty-four hours after the date the change takes effect; and
3. if necessary equipment is reasonably available, accommodate electronic communication with the child with the same privacy, respect, and dignity accorded all

other forms of access, at a reasonable time and for a reasonable duration subject to any limitation provided in this order.

The Court finds that [name] 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. The Court further finds that awarding [name] access to the child[ren] would not endanger the child[ren]'s physical health or emotional welfare and would be in the best interest of the child[ren]. IT IS THEREFORE ORDERED as follows:

1. Visitation shall be under the supervision of [name of person or supervising agency or program] [on the following days and times: [list days and times of access]/on the days and times prescribed by [name of person or supervising agency or program]].
2. All exchanges of possession of the child[ren] shall occur at [specify place and address].
3. [Name] shall abstain from the consumption of alcohol or any controlled substance within the twelve hours before and during the period of access to the child[ren].
4. [Name] shall attend [describe details of battering intervention and prevention program or treatment by mental health professional] and shall provide proof of such attendance to the Court within [specify].

The Court finds that credible evidence has been presented that [name] has a history or pattern of [child neglect/sexual abuse/physical abuse/child neglect and sexual abuse/child neglect and physical abuse/sexual and physical abuse/child neglect, sexual abuse, and physical abuse] directed against [name[s] of other parent, spouse, or child[ren]]. IT IS THEREFORE ORDERED that visitation shall be under the supervision of [name of person or supervising agency or program] [on the following days and times: [list days and times of access]/on the days and times prescribed by [name of person or supervising agency or program]].

The provisions of this decree relating to conservatorship, possession, or access terminate on the remarriage of [name of obligor] to [name of obligee] unless a non-parent or agency has been appointed conservator of the child[ren] under chapter 153 of the Texas Family Code.

IT IS FURTHER ORDERED that [name] [post a cash or security bond in the amount of \$[amount], payable to [name]/deposit with the Court [describe security]], conditioned on [name]'s compliance with the Court's orders concerning possession and access contained in this decree.

Means of Travel—[See form 44-17 for provisions dealing with specific duties of the conservators to provide appropriate transportation to and from the relevant transportation facilities.]

Each party is ORDERED to provide the other party appropriate written authorization, within ten days after written request is received, as is necessary to allow the child[ren] to travel with the other party beyond the territorial limits of the United States. The parties are ORDERED to exchange passports as is necessary to allow such travel. [Include if applicable: The parties agree and IT IS ORDERED that this decree shall serve as written authorization for such travel.] [See form 44-13 for order regarding possession and transfer of child[ren]'s passport[s].]

IT IS ORDERED that [name of obligor] is obligated to pay and shall pay to [name of obligee] child support of \$[amount] per month, with the first payment being due and payable on [date] and a like payment being due and payable on the [specify] day of each month thereafter until the first month following the date of the earliest occurrence of one of the events specified below:

1. the child reaches the age of eighteen years or graduates from high school, whichever occurs later, subject to the provisions for support beyond the age of eighteen years set out below;
2. the child marries;
3. the child dies;
4. the child enlists in the armed forces of the United States and begins active service as defined by section 101 of title 10 of the United States Code; or
5. the child's disabilities are otherwise removed for general purposes.

If the child is eighteen years of age and has not graduated from high school, IT IS ORDERED that [name of obligor]'s obligation to pay child support to [name of obligee] shall not terminate but shall continue for as long as the child is enrolled—

1. under chapter 25 of the Texas Education Code in an accredited secondary school in a program leading toward a high school diploma or under section 130.008 of the Education Code in courses for joint high school and junior college credit and is complying with the minimum attendance requirements of subchapter C of chapter 25 of the Education Code or
2. on a full-time basis in a private secondary school in a program leading toward a high school diploma and is complying with the minimum attendance requirements imposed by that school.

IT IS ORDERED that [name of obligor] is obligated to pay and shall pay to [name of obligee] child support of \$[amount] per month, with the first payment being due and payable on [date] and a like payment being due and payable on the [specify] day of each month thereafter until the first month following the date of the earliest occurrence of one of the events specified below:

1. any child reaches the age of eighteen years or graduates from high school, whichever occurs later, subject to the provisions for support beyond the age of eighteen years set out below;
2. any child marries;
3. any child dies;
4. any child enlists in the armed forces of the United States and begins active service as defined by section 101 of title 10 of the United States Code; or
5. any child's disabilities are otherwise removed for general purposes.

Thereafter, [name of obligor] is ORDERED to pay to [name of obligee] child support of \$[amount] per month, due and payable on the [specify] day of the first month immediately following the date of the earliest occurrence of one of the events specified above for [the other/another] child and a like sum of \$[amount] due and payable on the [specify] day of each month thereafter until the next occurrence of one of the events specified above for [the other/another] child. [Continue as required for additional reductions.]

If a child is eighteen years of age and has not graduated from high school, IT IS ORDERED that [name of obligor]'s obligation to pay child support to [name of obligee] shall not terminate but shall continue for as long as the child is enrolled—

1. under chapter 25 of the Texas Education Code in an accredited secondary school in a program leading toward a high school diploma or under section 130.008 of the Education Code in courses for joint high school and junior college credit and is complying with the minimum attendance requirements of subchapter C of chapter 25 of the Education Code or

2. on a full-time basis in a private secondary school in a program leading toward a high school diploma and is complying with the minimum attendance requirements imposed by that school.

The Court finds that [name], a child of this marriage, requires substantial care and personal supervision because of a mental or physical disability and will not be capable of self-support, that payments for the support of this child should be continued after the child's eighteenth birthday for an indefinite period, and that both parents have a duty to support the child.

IT IS ORDERED that [name of obligor] is obligated to pay and shall pay to [name of designated recipient] support for [name of child] of \$[amount] per month, with the first installment being due and payable on [date] and a like installment being due and payable on the [specify] day of each month thereafter until further order modifying this child support.

The Court finds that [name], an adult child of this marriage, requires substantial care and personal supervision because of a mental or physical disability and will not be capable of self-support, that the disability existed or its cause was known to exist before or

on the child's eighteenth birthday, that payments for the support of this child should be continued for an indefinite period, and that both parents have a duty to support the child.

IT IS ORDERED that [name of obligor] is obligated to pay and shall pay to [name of designated recipient] support for [name of child] of \$[amount] per month, with the first installment being due and payable on [date] and a like installment being due and payable on the [specify] day of each month thereafter until further order modifying this child support.

In accordance with Texas Family Code section 154.130, the Court makes the following findings and conclusions regarding the child support order made in open court in this case on [date]:

1. [the amount of child support ordered by the Court is in accordance with the percentage guidelines/the application of the percentage guidelines in this case would be unjust or inappropriate];

2. the amount of net resources available to [name of obligor] per month is \$[amount];

3. the amount of net resources available to [name of obligee] per month is \$[amount];

4. [name of obligor] is obligated to support children in more than one household;

a. the number of children before the Court is [number];

b. the names and birth dates of all children not before the Court who reside in the same household with [name of obligor] are as follows:

Name:

Birth date:

Name:

Birth date:

c. the names and birth dates of all children not before the Court for whom [name of obligor] has a legal duty to pay support (and who are not counted under item a. or b.) are as follows:

Name:

Birth date:

Name:

Birth date:

5. the amount of child support payments per month that is computed if the percentage guidelines of section [154.125/154.129] of the Texas Family Code are applied to the first \$7,500 of [name of obligor]'s net resources is \$[amount]; [and]

6. the percentage applied to the first \$7,500 of [name of obligor]'s net resources for child support by the actual order rendered by the Court is [percent] percent; and/.]

7. the specific reasons that the amount of support per month ordered by the Court varies from the amount computed by applying the percentage guidelines of section [154.125/154.129] of the Texas Family Code are: [state reasons].

IT IS ORDERED that any employer of [name of obligor] shall be ordered to withhold from earnings for child support from the disposable earnings of [name of obligor] for the support of [name[s] of child[ren]].

IT IS FURTHER ORDERED that all amounts withheld from the disposable earnings of [name of obligor] by the employer and paid in accordance with the order to that employer shall constitute a credit against the child support obligation. Payment of the full amount of child support ordered paid by this decree through the means of withholding from earnings shall discharge the child support obligation. If the amount withheld from earnings and credited against the child support obligation is less than 100 percent of the amount ordered to be paid by this decree, the balance due remains an obligation of [name of obligor], and it is hereby ORDERED that [name of obligor] pay the balance due directly to the state disbursement unit as specified below.

On this date the Court [signed/authorized the issuance of] an Order/Notice to Withhold Income for Child Support. [See form 9-3.]

IT IS ORDERED that all payments shall be made through the state disbursement unit at Texas Child Support Disbursement Unit, P.O. Box 659791, San Antonio, Texas 78265-9791, and thereafter promptly remitted to [name of obligee] for the support of the child[ren].

IT IS FURTHER ORDERED that [name of obligor] shall notify this Court and [name of obligee] by U.S. certified mail, return receipt requested, of any change of address and of any termination of employment. This notice shall be given no later than seven days after the change of address or the termination of employment. This notice or a subsequent notice shall also provide the current address of [name of obligor] and the name and address of [his/her] current employer, whenever that information becomes available.

IT IS ORDERED that, on the request of a prosecuting attorney, the title IV-D agency, the friend of the Court, a domestic relations office, [name of obligee], [name of obligor], or an attorney representing [name of obligee] or [name of obligor], the clerk of this Court shall cause a certified copy of the Order/Notice to Withhold Income for Child Support to be delivered to any employer.

The Court finds that [good cause exists/the parties have agreed] that no order to withhold from earnings for child support should be delivered to any employer of [name of obligor] as long as no delinquency or other violation of this child support order occurs and as long as the Office of the Attorney General Child Support Division is not providing services to [name of obligee]. For the purpose of this provision, a delinquency has occurred if [name of obligor] has been in arrears for an amount due for more than thirty days or the amount of the arrearages equals or is greater than the amount due for a one-month period. If a delinquency or other violation occurs or if the Office of the Attorney General Child Support Division begins providing services to [name of obligee], the clerk shall deliver the order to withhold earnings as provided above.

ACCORDINGLY, IT IS ORDERED that, as long as no delinquency or other violation of this child support order occurs and as long as the Office of the Attorney General Child Support Division is not providing services to [name of obligee], all payments shall be made through the state disbursement unit and thereafter promptly remitted to [name of obligee] for the support of the child[ren]. If a delinquency or other violation occurs or if the Office of the Attorney General Child Support Division begins providing services to [name of obligee], all payments shall be made in accordance with the order to withhold earnings as provided above.

IT IS ORDERED that each party shall pay, when due, all fees charged to that party by the state disbursement unit and any other agency statutorily authorized to charge a fee.

IT IS ORDERED that [name of obligor] and [name of obligee] shall each provide medical support for [the/each] child as set out in this order as additional child support for as long as the Court may order [name of obligor] and [name of obligee] to provide support for the child under sections 154.001 and 154.002 of the Texas Family Code. Beginning on the day [name of obligor] and [name of obligee]'s actual or potential obligation to support [the/a] child under sections 154.001 and 154.002 of the Family Code terminates, IT IS ORDERED that [name of obligor] and [name of obligee] are discharged from the obligations set forth in this medical support order [include if applicable: with respect to that child], except for any failure by a parent to fully comply with those obligations before that date. [Include if applicable: IT IS FURTHER ORDERED that the cash medical support payments ordered below are payable through the state disbursement unit and subject to the provisions for withholding from earnings provided above for other child support payments.]

1. Definitions—

“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, 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.

“Reasonable cost” means cost of health insurance coverage for a child that does not exceed 9 percent of the responsible parent’s annual resources, as described by section 154.062(b) of the Texas Family Code.

“Reasonable and necessary health-care expenses not paid by insurance and incurred by or on behalf of a child” include, without limitation, any copayments for office visits or prescription drugs, the yearly deductible, if any, and medical, surgical, prescription drug, mental health-care services, dental, eye care, ophthalmological, and orthodontic charges. These reasonable and necessary health-care expenses do not include expenses for travel to and from the health-care provider or for nonprescription medication.

“Furnish” means:

- a. to hand deliver the document by a person eighteen years of age or older either to the recipient or to a person who is eighteen years of age or older and permanently resides with the recipient;
- b. to deliver the document to the recipient by certified mail, return receipt requested, to the recipient’s last known mailing or residence address; or
- c. to deliver the document to the recipient at the recipient’s last known mailing or residence address using any person or entity whose principal business is that of a courier or deliverer of papers or documents either within or outside the United States.

2. Findings on Health Insurance Availability—IT IS FOUND:

Health insurance is available or is in effect for the child[ren] through [name of obligor]’s employment or membership in a union, trade association, or other organization at a reasonable cost of \$[amount].

Health insurance is available or is in effect for the child[ren] through [name of obligee]’s employment or membership in a union, trade association, or other organization at a reasonable cost of \$[amount].

Health insurance is available to [name of obligor] from another source at a reasonable cost of \$[amount].

Health insurance is available to [name of obligee] from another source at a reasonable cost of \$[amount].

No parent has access to private health insurance at a reasonable cost.

Good cause exists to deviate from the statutory priorities in ordering health-care coverage for the following reason[s]: [specify good cause].

IT IS FURTHER FOUND that the following orders regarding health-care coverage are in the best interest of the child[ren].

3. Provision of Health-Care Coverage—

As additional child support, [name of obligor] is ORDERED to [continue to maintain/obtain, within [number] days after entry of this order,] health insurance for

[the/each] child who is the subject of this suit that covers basic health-care services, including usual physician services, office visits, hospitalization, laboratory, X-ray, and emergency services.

[Name of obligor] is ORDERED to maintain such health insurance in full force and effect on [the/each] child who is the subject of this suit as long as child support is payable for that child. [Name of obligor] is ORDERED to convert any group insurance to individual coverage or obtain other health insurance for [the/each] child within fifteen days of termination of [his/her] employment or other disqualification from the group insurance. [Name of obligor] is ORDERED to exercise any conversion options or acquisition of new health insurance in such a manner that the resulting insurance equals or exceeds that in effect immediately before the change.

[Name of obligor] is ORDERED to furnish [name of obligee] [include if applicable; and the Office of the Attorney General Child Support Division] a true and correct copy of the health insurance policy or certification and a schedule of benefits within [number] days of the signing of this order. [Name of obligor] is ORDERED to furnish [name of obligee] the insurance cards and any other forms necessary for use of the insurance within [number] days of the signing of this order. [Name of obligor] is ORDERED to provide, within three days of receipt by [him/her], to [name of obligee] any insurance checks, other payments, or explanations of benefits relating to any medical expenses for the child[ren] that [name of obligee] paid or incurred.

Pursuant to section 1504.051 of the Texas Insurance Code, IT IS ORDERED that if [name of obligor] is eligible for dependent health coverage but fails to apply to obtain coverage for the child[ren], the insurer shall enroll the child[ren] on application of [name of obligee] or others as authorized by law.

Pursuant to section 154.183(c) of the Texas Family Code, the reasonable and necessary health-care expenses of the child[ren] that are not reimbursed by health insurance are allocated as follows: [Name of obligee] is ORDERED to pay [percent] percent and [name of obligor] is ORDERED to pay [percent] percent of the unreimbursed health-care expenses if, at the time the expenses are incurred, [name of obligor] is providing health insurance as ordered.

The party who incurs a health-care expense on behalf of [the/a] child is ORDERED to submit to the other party all forms, receipts, bills, and statements reflecting the uninsured portion of the health-care expenses within thirty days after he or she receives them. The nonincurring party is ORDERED to pay his or her percentage of the uninsured portion of the health-care expenses either by paying the health-care provider directly or by reimbursing the incurring party for any advance payment exceeding the incurring party's percentage of the uninsured portion of the health-care expenses within thirty days after the nonincurring party receives the forms, receipts, bills, or statements.

These provisions apply to all unreimbursed health-care expenses of [the/any] child who is the subject of this suit that are incurred while child support is payable for [the/that] child.

As additional child support, [name of obligee] is ORDERED to [continue to maintain/obtain, within [number] days after entry of this order,] health insurance for [the/each] child who is the subject of this suit that covers basic health-care services, including usual physician services, office visits, hospitalization, laboratory, X-ray, and emergency services.

[Name of obligee] is ORDERED to maintain such health insurance in full force and effect on [the/each] child who is the subject of this suit as long as child support is payable for that child. [Name of obligee] is ORDERED to convert any group insurance to individual coverage or obtain other health insurance for [the/each] child within fifteen days of termination of [her/his] employment or other disqualification from the group insurance. [Name of obligee] is ORDERED to exercise any conversion options or acquisition of new health insurance in such a manner that the resulting insurance equals or exceeds that in effect immediately before the change.

[Name of obligee] is ORDERED to furnish [name of obligor] [include if applicable: and the Office of the Attorney General Child Support Division] a true and correct copy of the health insurance policy or certification and a schedule of benefits within [number] days of the signing of this order. [Name of obligee] is ORDERED to furnish [name of obligor] the insurance cards and any other forms necessary for use of the insurance within [number] days of the signing of this order. [Name of obligee] is ORDERED to provide, within three days of receipt by [her/him], to [name of obligor] any insurance checks, other payments, or explanations of benefits relating to any medical expenses for the child[ren] that [name of obligor] paid or incurred.

Pursuant to section 1504.051 of the Texas Insurance Code, it is ORDERED that if [name of obligee] is eligible for dependent health coverage but fails to apply to obtain coverage for the child[ren], the insurer shall enroll the child[ren] on application of [name of obligor] or others as authorized by law.

Pursuant to section 154.182 of the Texas Family Code, [name of obligor] is ORDERED to pay [name of obligee] cash medical support for reimbursement of health insurance premiums, as additional child support, of \$[amount] per month, with the first installment being due and payable on [date] and a like installment being due and payable on or before the [specify] day of each month until the termination of current child support for [the child/all children] under this order.

IT IS ORDERED that the cash medical support provisions of this order shall be an obligation of the estate of [name of obligor] and shall not terminate on [his/her] death.

Pursuant to section 154.183(c) of the Texas Family Code, the reasonable and necessary health-care expenses of the child[ren] that are not reimbursed by health insurance are allocated as follows: [Name of obligee] is ORDERED to pay [percent] percent and [name of obligor] is ORDERED to pay [percent] percent of the unreimbursed health-care expenses if, at the time the expenses are incurred, [name of obligee] is providing health insurance as ordered.

The party who incurs a health-care expense on behalf of [the/a] child is ORDERED to submit to the other party all forms, receipts, bills, and statements reflecting the uninsured portion of the health-care expenses within thirty days after he or she receives them. The nonincurring party is ORDERED to pay his or her percentage of the uninsured portion of the health-care expenses either by paying the health-care provider directly or by reimbursing the incurring party for any advance payment exceeding the incurring party's percentage of the uninsured portion of the health-care expenses within thirty days after the nonincurring party receives the forms, receipts, bills, or statements.

These provisions apply to all unreimbursed health-care expenses of [the/any] child who is the subject of this suit that are incurred while child support is payable for [the/that] child.

[Name of obligee] is ORDERED to [continue/apply, within [number] days after entry of this order, for] coverage under a governmental medical assistance program or health plan for [the/each] child who is the subject of this suit.

When such health coverage is obtained, [name of obligee] is ORDERED to maintain the coverage in full force and effect on [the/each] child who is the subject of this suit as long as child support is payable for that child, by paying all applicable fees required for the coverage, including but not limited to enrollment fees and premiums. [Name of obligee] is ORDERED to furnish [name of obligor] [include if applicable: and the Office of the Attorney General Child Support Division] a true and correct copy of the health insurance policy or certification and a schedule of benefits within [number] days following the signing of this order. [Name of obligee] is FURTHER ORDERED to furnish [name of obligor] copies of the insurance cards and any other forms necessary for use of the insurance within [number] days following the signing of this order. [Name of obligee] is ORDERED to provide, within three days of receipt by [name of obligee], to [name of obligor] any insurance checks, other payments, or explanations of benefits relating to any medical expenses for the child[ren] that [name of obligor] paid or incurred.

[Name of obligor] is ORDERED to pay [name of obligee] cash medical support, as additional child support, of \$[amount] per month, with the first installment being due and payable on [date] and a like installment being due and payable on or before the [specify] day of each month until the termination or modification of current child support for [the child/all children] under this order.

IT IS ORDERED that the cash medical support provisions of this order shall be an obligation of the estate of [name of obligor] and shall not terminate on [his/her] death.

[Name of obligor] is allowed to discontinue payment of cash medical support, for the time [name of obligor] is providing coverage, if—

- a. health insurance for the children becomes available to [name of obligor] at a reasonable cost;

- b. [name of obligor] enrolls the child[ren] in the insurance plan; and
- c. [name of obligor] provides [name of obligee] [include if applicable: and the title IV-D agency] the information required under section 154.185 of the Texas Family Code.

Pursuant to section 154.183(c) of the Texas Family Code, the reasonable and necessary health-care expenses of the child[ren] that are not reimbursed by health insurance or are not otherwise covered by the amount of cash medical support under section 154.182(b) are allocated as follows: [Name of obligee] is ORDERED to pay [percent] percent and [name of obligor] is ORDERED to pay [percent] percent of the total health-care expenses that exceed the amount of cash medical support paid by [name of obligor].

The party who incurs a health-care expense on behalf of the child[ren] is ORDERED to submit to the other party all forms, receipts, bills, and statements reflecting the uninsured portion of the health-care expenses within thirty days after he or she receives them. The nonincurring party is ORDERED to pay his or her share or percentage of the uninsured portion of the health-care expenses either by paying the health-care provider directly or by reimbursing the incurring party for any advance payment exceeding the incurring party's share or percentage of the uninsured portion of the health-care expenses within thirty days after the nonincurring party receives the forms, receipts, bills, or statements.

These provisions apply to all health-care expenses of [the/any] child who is the subject of this order for the provision of health-care coverage that are incurred while cash medical support is payable for that child.

4. Secondary Coverage—IT IS ORDERED that if a party provides secondary health insurance coverage for the child[ren], both parties shall cooperate fully with regard to the handling and filing of claims with the insurance carrier providing the coverage in order to maximize the benefits available to the child[ren] and to ensure that the party who pays for health-care expenses for the child[ren] is reimbursed for the payment from both carriers to the fullest extent possible.

5. Compliance with Insurance Company Requirements—Each party is ORDERED to conform to all requirements imposed by the terms and conditions of any policy of health insurance covering the child[ren] in order to assure maximum reimbursement or direct payment by any insurance company of the incurred health-care expense, including but not limited to requirements for advance notice to any carrier, second opinions, and the like. Each party is ORDERED to attempt to use "preferred providers," or services within the health maintenance organization, if applicable; however, this provision shall not apply if emergency care is required. Disallowance of the bill by a health insurer shall not excuse the obligation of either party to make payment; however, if a bill is disallowed or the benefit reduced because of the failure of a party to follow insurance procedures or requirements, IT IS ORDERED that the party failing to follow the insurance procedures or requirements shall be wholly responsible for the increased portion of that bill.

IT IS FURTHER ORDERED that no surgical procedure, other than in an emergency or one covered by insurance, shall be performed on the child unless the parent consenting to surgery has first consulted with at least two medical doctors, both of whom state an opinion that the surgery is medically necessary. IT IS FURTHER ORDERED that a parent who fails to obtain the required medical opinions before consent to surgery on the child shall be wholly responsible for all medical and hospital expenses incurred in connection therewith and not covered by insurance.

6. Claims—Except as provided in this paragraph, the party who is not carrying the health insurance policy covering the child[ren] is ORDERED to furnish to the party carrying the policy, within fifteen days of receiving them, all forms, receipts, bills, and statements reflecting the health-care expenses the party not carrying the policy incurs on behalf of the child[ren]. In accordance with sections 1204.251 and 1504.055(a) of the Texas Insurance Code, IT IS ORDERED that the party who is not carrying the health insurance policy covering the child[ren], at that party's option, or others as authorized by law, may file any claims for health-care expenses directly with the insurance carrier with and from whom coverage is provided for the benefit of the child[ren] and receive payments directly from the insurance company. Further, for the sole purpose of section 1204.251 of the Texas Insurance Code, [name of party not carrying policy] is designated the managing conservator or possessory conservator of the child[ren].

The party who is carrying the health insurance policy covering the child[ren] is ORDERED to submit all forms required by the insurance company for payment or reimbursement of health-care expenses incurred by either party on behalf of [the/a] child to the insurance carrier within fifteen days of that party's receiving any form, receipt, bill, or statement reflecting the expenses.

7. Constructive Trust for Payments Received—IT IS ORDERED that any insurance payments received by a party from the health insurance carrier as reimbursement for health-care expenses incurred by or on behalf of [the/a] child shall belong to the party who paid those expenses. IT IS FURTHER ORDERED that the party receiving the insurance payments is designated a constructive trustee to receive any insurance checks or payments for health-care expenses paid by the other party, and the party carrying the policy shall endorse and forward the checks or payments, along with any explanation of benefits received, to the other party within three days of receiving them.

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

9. Notice to Employer—On this date a Medical Support Notice [see form 9-1] was [signed/authorized to be issued] by the Court. For the purpose of section 1169 of

title 29 of the United States Code, the party not carrying the health insurance policy is designated the custodial parent and alternate recipient's representative.

The Court finds that [name] is a member of the United States Armed Forces and that the child[ren] of the marriage [is/are] eligible to receive health care and other benefits as [a] dependent[s] of a United States Armed Forces member. Therefore, [name] is ORDERED to keep and maintain in current status and deliver to [name] the identification card[s] and any other forms necessary for the child[ren] of the marriage to be provided health care through all facilities available to the child[ren] as [a] dependent[s] of a United States Armed Forces member. [Name] is FURTHER ORDERED to provide to [name] all additional verified applications for renewal of dependent identification cards at least thirty days before the expiration date of the identification card[s], until the child[ren] [is/are] no longer eligible for these benefits.

IT IS ORDERED that the child support as prescribed in this decree shall be exclusively discharged in the manner ordered and that any direct payments made by [name] to [name] or any expenditures incurred by [name] during [name]'s periods of possession of or access to the child[ren], as prescribed in this decree, for food, clothing, gifts, travel, shelter, or entertainment are deemed in addition to and not in lieu of the support ordered in this decree.

As additional child support, IT IS ORDERED that [name of obligor] shall [include if applicable: purchase and], as long as child support is payable under the terms of this decree, maintain in full force and effect at [name of obligor]'s sole cost and expense a life insurance policy insuring the life of [name of obligor], in an amount not less than \$[amount] and naming [name of obligee] as primary beneficiary for the benefit of the child[ren]. If [name of obligor]'s death occurs before the termination of [his/her] child support obligation, the proceeds of the life insurance policy shall be applied to any delinquent support obligation and the acceleration of the unpaid child support obligation. The amount of accelerated child support shall be calculated pursuant to section 154.015(c) of the Texas Family Code. If the proceeds of the life insurance policy are insufficient to satisfy the accelerated unpaid child support obligation, any unsatisfied balance shall be an obligation of [name of obligor]'s estate. If the proceeds of the life insurance policy exceed the accelerated unpaid child support obligation to be satisfied, that excess amount shall be turned over by [name of obligee] to [name of obligor]'s estate or the person designated in writing by [name of obligor]. [Name of obligor] is ORDERED to furnish [name of obligee] written proof from the life insurance company confirming the coverage required under this decree no later than thirty days after the date this decree is signed by the Court and thereafter annually on the anniversary date of the divorce.

IT IS ORDERED that [name] shall post a cash or security bond in the amount of \$[amount] and payable through the registry of the Court to [name], conditioned on [name]'s payment of past-due temporary support and future child support as ordered in this decree.

IT IS ORDERED that the provisions for child support in this decree shall be an obligation of the estate of [name of obligor] and shall not terminate on the death of

[name of obligor]. Payments received for the benefit of the child[ren], including payments from the Social Security Administration, Department of Veterans Affairs, or other governmental agency or life insurance proceeds, annuity payments, trust distributions, or retirement survivor benefits, shall be a credit against this obligation. Any remaining balance of the child support is an obligation of [name of obligor]'s estate.

The provisions of this decree relating to current child support terminate on the remarriage of [name of obligor] to [name of obligee] unless a nonparent or agency has been appointed conservator of the child[ren] under chapter 153 of the Texas Family Code. An obligation to pay child support under this decree does not terminate on the death of [name of obligee] but continues as an obligation to [name[s] of child[ren]].

IT IS ORDERED that [include provisions to optimize the development of a close and continuing relationship between each party and the child[ren]].

The Court finds that the parties agree to the following, as evidenced by their signatures below.

The parties agree that if a future disagreement arises regarding the child[ren], unless the parties agree otherwise or in the event of an emergency, the parties will attempt to resolve this disagreement, within sixty days of the date of written notice given by a parent to the other of the nature of the child-related issue, by using the collaborative law model in substantial conformance with the agreements made in the Collaborative Law Participation Agreement that the parties signed on [date] in their divorce, a copy of which is on file with the Court. The parties agree that a child psychologist, on whom they can mutually agree, shall act as the neutral child consultant to help the parties resolve the disagreement by recommending to the parties resolutions that are in the best interest of the child[ren]. The parties will hire individual collaborative lawyers to represent them in the collaborative model. The parties understand and agree that they are not mandated to come to an agreement regarding this dispute; however, if they are unable to agree within the collaborative law process, their collaborative lawyers shall withdraw as their counsel, and then the parties are free, if they desire, to hire trial counsel. The parties further agree that the neutral child consultant may not testify in any subsequent lawsuit, nor may his or her opinions be utilized by any other expert, unless the parties agree in writing otherwise. The parties will share equally the total costs for the neutral child consultant. If an agreement regarding the dispute is not reached after the signing of the collaborative law participation agreement and at least one four-way meeting, either party may withdraw from the collaborative process and proceed to litigation, or, if agreed, the parties may continue to work through the collaborative law process until resolution is achieved or either or both parties withdraw from the collaborative law process. The parties may use the mediation process, if agreed, in connection with the collaborative law process. The obligee of child support shall not be required to use the collaborative law model to enforce a child support obligation, nor shall the obligor be required to use the collaborative law model before filing a petition to decrease child support.

It is agreed that before setting any hearing or initiating discovery in a suit for modification of the terms and conditions of conservatorship, possession, or support of

the child[ren], except in an emergency, the parties shall mediate the controversy in good faith. This requirement does not apply to actions brought to enforce this Final Decree of Divorce or to enforce any subsequent modifications of this decree. It is agreed that the party wishing to modify the terms and conditions of conservatorship, possession, or support of the child[ren] shall give written notice to the other party of a desire to mediate the controversy. If, within ten days after receipt of the written notice, the parties cannot agree on a mediator or the other party does not agree to attend mediation or fails to attend a scheduled mediation of the controversy, the party desiring modification shall be released from the obligation to mediate and shall be free to file suit for modification.

The parties agree that any claim or controversy arising out of this Final Decree of Divorce that cannot be settled by direct negotiation or mediation will be submitted to binding arbitration as provided in chapter 171 of the Texas Civil Practice and Remedies Code. The arbitrator will be selected by mutual agreement, but if no agreement can be reached about the arbitrator, the parties will secure the name of an arbitrator from the court that rendered the Final Decree of Divorce in this case. The cost of the arbitrator will be paid [percent] percent by [name] and [percent] percent by [name].

IT IS ORDERED that [name] is appointed parenting coordinator to resolve parental conflicts. **[Include appropriate provisions from form 13-27, including findings required under Tex. Fam. Code § 153.605(b).]**

Each party is ORDERED to inform the other party within [number] hours of any medical condition of the child[ren] requiring surgical intervention, hospitalization, or both.

Within [number] days after the Court signs this decree, each party is ORDERED to execute—

1. all necessary releases pursuant to the Health Insurance Portability and Accountability Act (HIPAA) and 45 C.F.R. section 164.508 to permit the other conservator[s] to obtain health-care information regarding the child[ren]; and

2. for all health-care providers of the child[ren], an authorization for disclosure of protected health information to the other conservator[s] pursuant to the HIPAA and 45 C.F.R. section 164.508.

Each party is further ORDERED to designate [the/each] other conservator 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 the HIPAA and 45 C.F.R. section 164.508.

IT IS ORDERED that [name] and [name] shall each individually register to attend a parent education and family stabilization course with [name of individual or facility] at [address and telephone number] on or before [date].

On completion of the course, [name] and [name] shall each obtain a certificate of completion. The certificate must state the name of the participant; the name of the course provider; the date the course was completed; and whether the course was provided by personal instruction, videotape instruction, instruction through an electronic means, or a combination of those methods.

Within ten days after completion of that parent education and family stabilization course, [name] and [name] are each ORDERED to file a certification of completion or other comparable proof of completion of the course with the clerk of this Court and to mail a copy to the other party.

IT IS ORDERED that each party shall pay for the costs of that party's own attendance at the course.

The information required for each party by section 105.006(a) of the Texas Family Code is as follows:

Name: [name of mother]

Social Security number:

Driver's license number and issuing state:

Current residence address:

Mailing address:

Home telephone number:

Name of employer:

Address of employment:

Work telephone number:

Name: [name of father]

Social Security number:

Driver's license number and issuing state:

Current residence address:

Mailing address:

Home telephone number:

Name of employer:

Address of employment:

Work telephone number:

Name: [name of any other party]

Social Security number:

Driver's license number and issuing state:

Current residence address:

Mailing address:

Home telephone number:

Name of employer:

Address of employment:

Work telephone number:

EACH PERSON WHO IS A PARTY TO 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, 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 PUN-

ISHED 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 shall be given to the other party by delivering a copy of the notice to the party by registered or certified mail, return receipt requested. Notice shall be given to the Court by delivering a copy of the notice either in person to the clerk of this Court or by registered or certified mail addressed to the clerk at [address]. Notice shall be given to the state case registry by mailing a copy of the notice to State Case Registry, Contract Services Section, MC046S, P.O. Box 12017, Austin, Texas 78711-2017.

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.

WARNINGS TO 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'S 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.

Division of Marital Estate

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.

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 [**include if applicable:** and the child[ren] of the marriage].

IT IS ORDERED AND DECREED that the husband, [**name of husband**], is awarded the following as his sole and separate property, and the wife is divested of all right, title, interest, and claim in and to that property:

H-1. 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: [**for each parcel of property, describe by legal description and specify any indebtedness to be assumed**].

H-2. All household furniture, furnishings, fixtures, goods, art objects, collectibles, appliances, and equipment in the possession of the husband or subject to his sole control.

H-2. The following furniture, furnishings, fixtures, goods, art objects, collectibles, appliances, and equipment: [**list each item**].

H-3. All clothing, jewelry, and other personal effects in the possession of the husband or subject to his sole control.

H-4. All sums of cash in the possession of the husband or subject to his sole control, including funds on deposit, together with accrued but unpaid interest, in banks, savings institutions, or other financial institutions, which accounts stand in the husband's sole name or from which the husband has the sole right to withdraw funds or which are subject to the husband's sole control.

H-4. All funds on deposit, together with accrued but unpaid interest, in the following banks, savings institutions, or other financial institutions: [**specify name of each financial institution and account number and approximate balances**].

H-5. 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 the husband's past, present, or future employment [**include if desired:** , including but not limited to: [**description**]].

H-6. All individual retirement accounts, simplified employee pensions, annuities, and variable annuity life insurance benefits in the husband's name [**include if desired:** , including but not limited to: [**description**]].

H-7. A portion of [name of employee spouse]'s retirement benefits in [exact name of plan] arising out of [name of employee spouse]'s employment with [name of company] as of [[date]/the date that the Final Decree of Divorce is signed by the Court], that portion being [describe the exact dollar amount, fractional interest, monthly benefits, whether that amount is net or gross of outstanding loans, etc., to be awarded to a particular party and whether survivor benefits are included], 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.

H-8. All insurance, pensions, retirement benefits, and other benefits arising out of the husband's membership in [name of union].

H-9. All policies of life insurance (including cash values) insuring the husband's life.

H-9. The following policies of insurance insuring the husband's life: [specify insurance company and policy number for each policy].

H-10. All brokerage accounts, stocks, bonds, mutual funds, and securities registered in the husband's name, together with all dividends, splits, and other rights and privileges in connection with them.

H-10. The following stocks, bonds, and securities, together with all dividends, splits, and other rights and privileges in connection with them: [specify the number of shares, company, and certificate numbers].

H-11. The [year and make] motor vehicle, vehicle identification number [number], together with all prepaid insurance, keys, and title documents.

H-12. The sole proprietorship known as [name], including but not limited to 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.

H-13. \$[Amount] payable by [name] to [name] on the day of divorce, by cash, cashier's check, or money order.

H-14. An undivided [percent] percent interest in the following property, subject to the Operating Trust Agreement for Jointly Owned Property after Divorce signed in accordance with the terms of this decree. [See form 18-16.]

IT IS ORDERED AND DECREED that the wife, [name of wife], is awarded the following as her sole and separate property, and the husband is divested of all right, title, interest, and claim in and to that property:

IT IS ORDERED AND DECREED that the husband, [name of husband],

shall pay, as a part of the division of the estate of the parties, and shall indemnify and hold the wife and her property harmless from any failure to so discharge, these items:

H-1. 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 mortgage company or bank], and secured by deed of trust on the real property awarded in this decree to the husband, which is recorded at volume [volume], page [number], Deed of Trust Records of [county] County, Texas.

H-2. The balance due, including principal, interest, and all other charges, on the promissory note payable to [name of lender], [city, state], and given as part of the purchase price of and secured by a lien on the [year and make] motor vehicle awarded to the husband.

H-3. The following debts, charges, liabilities, and obligations: [describe each item specifically, by providing exact name of creditor, account number, and account balance].

H-4. All debts, charges, liabilities, and other obligations incurred [solely] by [the husband/the wife/the husband and the wife] from and after [date] unless express provision is made in this decree to the contrary.

H-5. All encumbrances, ad valorem taxes, liens, assessments, or other charges due or to become due on the real and personal property awarded to the husband in this decree unless express provision is made in this decree to the contrary.

IT IS ORDERED AND DECREED that the wife shall pay, as a part of the division of the estate of the parties, and shall indemnify and hold the husband and his property harmless from any failure to so discharge, these items:

IT IS ORDERED AND DECREED that each party shall send to the other party, within three days of its receipt, a copy of any correspondence from a creditor or taxing authority concerning any potential liability of the other party.

The Court, having awarded the family homestead of the parties to [Petitioner/Respondent], finds that it is necessary to impose an encumbrance for owelty of partition against the entirety of the property to secure the payment of the debt resulting from the award.

IT IS ORDERED AND DECREED that an encumbrance for owelty of partition is imposed against the entirety of the homestead property described as follows: [legal description].

The purpose of the encumbrance is to secure the payment of the debt of [Petitioner/Respondent] in favor of [Respondent/Petitioner] of \$[amount], resulting from the award of the homestead in this divorce proceeding. The debt shall bear interest at [percent] percent per year and shall be payable as follows: [describe terms of payment of the debt].

To further evidence the debt, [Petitioner/Respondent] is ORDERED to sign a note payable to [Respondent/Petitioner] in the amount of the debt specified above and payable according to the terms specified above. [Petitioner/Respondent] is FURTHER ORDERED to sign a deed of trust to secure payment of the debt resulting from the owelty of partition.

This debt is part of the division of community property between the parties and shall not constitute or be interpreted to be any form of spousal support, alimony, or child support.

For the purpose of a just and right division of property made in this decree, IT IS FURTHER ORDERED AND DECREED that [Petitioner/Respondent], [name], is awarded judgment of \$[amount] against [Respondent/ Petitioner], [name], payable in accordance with the terms of the closing documents ordered in this decree to be executed, with interest at [percent] percent per year compounded annually from the date of judgment, for which let execution issue.

This judgment is part of the division of community property between the parties and shall not constitute or be interpreted to be any form of spousal support, alimony, or child support.

The Court finds that this decree is a partition of the community property of the parties. Because of the nature of the properties making up the estate, the property cannot be divided in a just and right manner without impairing the value of all portions. A vendor's lien note in the amount of \$[amount] is necessary to make a just and right partition of the property.

IT IS ORDERED AND DECREED that an equitable lien is created against the following property:

This lien is in the nature of a purchase-money lien. The property described above is a part of this partition order. The entire interest in the property described above is subject to the lien.

[Respondent/Petitioner] IS ORDERED to sign a vendor's lien note for \$[amount] payable to [Petitioner/Respondent]. The note shall bear interest at [percent] percent per year, compounded annually. It is to be payable according to the following terms: [describe the terms of the note].

[Respondent/Petitioner] is ORDERED to sign an owelty lien deed of trust [specify applicable security instruments, including UCC forms] to secure the note.

IT IS ORDERED AND DECREED that [Petitioner/Respondent] pay \$[amount] to [Respondent/Petitioner] for economic contribution of [Respondent's separate/Petitioner's separate/the community] estate to [Petitioner's separate/Respondent's separate/the community] estate. The claim shall bear interest at [percent] percent per year and shall be payable as follows: [describe terms of payment of claim]. IT IS ORDERED AND DECREED that an equitable lien to secure the claim for economic

contribution is imposed in favor of [name] against [[describe benefited property]/the entirety of the property of [Petitioner's separate/Respondent's separate/the community] estate awarded to [name]].

To further evidence the claim, [Petitioner/Respondent] is ORDERED to sign a note payable to [Respondent/Petitioner] in the amount of the claim specified above and payable according to the terms specified above.

[Petitioner/Respondent] is further ORDERED to sign [specify security document[s]] to secure payment of the claim.

This claim is part of the division of community property between the parties and shall not constitute or be interpreted to be any form of spousal support, alimony, or child support.

IT IS DECREED that [the community/Petitioner's separate/Respondent's separate] estate is entitled to reimbursement from [Petitioner's separate/Respondent's separate/the community] estate for [inadequate compensation for the time, toil, talent, and effort expended by [name] in directing and controlling [his/her] separate marital estate business entity/funds expended to discharge all or part of an unsecured liability of [Petitioner's separate/ Respondent's separate/the community] estate/[other basis of reimbursement claim]] and that [name] is entitled to a judgment of \$[amount]. IT IS THEREFORE ORDERED AND DECREED that [name] is awarded a judgment of \$[amount] against [name]. To secure payment of the judgment, [name] is granted an equitable lien on [describe property] until the entire judgment, plus accrued interest, is paid in full. The judgment shall bear interest at [percent] percent per year, compounded annually. The judgment and interest are payable according to the following terms: [describe the payment terms, including the effects of any default].

[Name] is ORDERED to sign a note for \$[amount] payable to [name]. The note shall bear interest at [percent] percent per year, compounded annually. It is to be payable according to the following terms: [describe the terms of the note].

[Name] is ORDERED to sign [specify applicable security instruments, including UCC forms] to secure the note.

This award for reimbursement is part of the division of community property between the parties and shall not constitute or be interpreted to be any form of spousal support, alimony, or child support.

The Court finds that under the circumstances presented in this case, [name] is eligible for maintenance under the provisions of Texas Family Code chapter 8. Accordingly, [name] is ordered to pay as maintenance the sum of \$[amount] per month to [name], with the first payment being due on the [specify] day of [month, year], and a like amount being due on the [specify] day of [month, year], and a like amount being due on the [specify] and [specify] days of each consecutive month thereafter until the earliest of one of the following events occurs:

1. [date, not to exceed three years after date of order unless statutory extensions apply];
2. death of either Petitioner or Respondent;
3. remarriage of [name of receiving party]; or
4. further orders of the Court affecting the spousal maintenance obligation, including a finding of cohabitation by [name of receiving party].

Payment shall be made by [name of party paying] directly to [name of party receiving] by cash, cashier's check, or money order at the last known address provided to [name of party paying] by [name of party receiving].

IT IS ORDERED that any employer of [name of party paying] shall be ordered to withhold from the disposable earnings of [name of party paying] for spousal maintenance for [name of party receiving].

IT IS FURTHER ORDERED that all amounts withheld from the disposable earnings of [name of party paying] by the employer and paid in accordance with the order to that employer shall constitute a credit against the spousal maintenance obligation. Payment of the full amount of maintenance ordered paid by this decree through the means of withholding from earnings shall discharge the spousal maintenance obligation. If the amount withheld from earnings and credited against the spousal maintenance obligation is less than 100 percent of the amount ordered to be paid by this decree, the balance due remains an obligation of [name of party paying], and it is hereby ORDERED that [name of party paying] pay the balance due directly to [name of party receiving] by cash, cashier's check, or money order at the last known address provided to [name of party paying] by [name of party receiving].

On this date the Court signed [an Order/a Writ] of Income Withholding for Spousal Maintenance. [See form 23-4.] IT IS ORDERED that all payments shall be promptly remitted to [name of party receiving].

IT IS FURTHER ORDERED that [name of party paying] shall notify this Court and [name of party receiving] by U.S. certified mail, return receipt requested, of any change of address and of any termination of employment. This notice shall be given no later than seven days after the change of address or the termination of employment. This notice or a subsequent notice shall also provide the current address of [name of party paying] and the name and address of [his/her] current employer, whenever that information becomes available.

IT IS ORDERED that, on the request of [name of party paying] or [name of party receiving], the clerk of this Court shall cause a certified copy of the [Order/Writ] of Income Withholding for Spousal Maintenance to be delivered to any employer. IT IS FURTHER ORDERED that the clerk of this Court shall attach a copy of subchapter E of chapter 8 of the Texas Family Code for the information of any employer.

To effect an equitable division of the estate of the parties and as a part of the division, [include if applicable: and for services rendered in connection with conservatorship and support of the child[ren],] each party shall be responsible for his or her own attorney's fees, expenses, and costs incurred as a result of legal representation in this case.

The Court finds that [name] has incurred \$[amount] as attorney's fees, expenses, and costs, which were necessary as support for [name] [include if applicable: and the child[ren] the subject of this suit]. IT IS ORDERED that good cause exists to award [name of attorney] a judgment in the amount of \$[amount] for attorney's fees, expenses, and costs, with interest at [percent] percent per year compounded annually from the date this Final Decree of Divorce is signed until paid. The judgment, for which let execution issue, is awarded against [name], and [name] is ORDERED to pay the fees, expenses, costs, and interest to [name of attorney] at [address] by cash, cashier's check, or money order on or before [date]. [Name of attorney] may enforce this judgment for fees, expenses, and costs in [his/her] own name by any means available for the enforcement of a judgment for debt.

IT IS FURTHER ORDERED AND DECREED that [name] is awarded a judgment of \$[amount] against [name] for attorney's fees on appeal for the benefit of [his/her] attorney, [name], together with all expenses. The judgment shall bear interest at [percent] percent per year compounded annually from the date of judgment, for which let execution issue.

IT IS FURTHER ORDERED AND DECREED that the judgment of attorney's fees on appeal rendered against [name] is conditioned on [his/her] pursuit of an ultimately unsuccessful appeal.

IT IS ORDERED AND DECREED that [name] shall be entitled to a remittitur of \$[amount] if a petition for review is not granted by the Supreme Court of Texas.

IT IS ORDERED AND DECREED that [name] shall be entitled to a further remittitur of \$[amount] if a petition for review is not filed with the Supreme Court of Texas.

IT IS ORDERED AND DECREED that [name] shall be entitled to a further remittitur of \$[amount] if an appeal is not perfected to the court of appeals.

IT IS ORDERED AND DECREED that [name of party A] shall be solely responsible for all federal income tax liabilities of the parties from the date of marriage through December 31, [year preceding year of divorce], and shall timely pay any deficiencies, assessments, penalties, or interest due thereon and shall indemnify and hold [name of party B] and [his/her] property harmless therefrom unless such additional tax, penalty, and/or interest resulted from [name of party B]'s omission of taxable income or claim of erroneous deductions. In such case, the portion of the tax, penalty, and/or interest relating to the omitted income or claims of erroneous deductions shall be paid by [name of party B].

IT IS ORDERED AND DECREED that [name of party A] and [name of party B] shall be equally responsible for all federal income tax liabilities of the parties from the date of marriage through December 31, [year preceding year of divorce], and each party shall timely pay 50 percent of any deficiencies, assessments, penalties, or interest due thereon and shall indemnify and hold the other party and his or her property harmless from 50 percent of such liabilities unless such additional tax, penalty, and/or interest resulted from a party's omission of taxable income or claim of erroneous deductions. In such case, the portion of the tax, penalty, and/or interest relating to the omitted income or claims of erroneous deductions shall be paid by the party who earned the omitted income or proffered the claim for an erroneous deduction. The parties agree that nothing contained herein shall be construed as or is intended as a waiver of any rights that a party has under the "Innocent Spouse" provisions of the Internal Revenue Code.

IT IS ORDERED AND DECREED that if a refund is made for overpayment of taxes for any year during the parties' marriage through December 31 of [year preceding year of divorce], each party shall be entitled to one-half of the refund, and the party receiving the refund check is designated a constructive trustee for the benefit of the other party, to the extent of one-half of the total amount of the refund, and shall pay to the other party one-half of the total amount of the refund check within five days of receipt of the refund check. Either party is ORDERED to endorse a refund check on presentation by the other party.

IT IS ORDERED AND DECREED that, for the calendar year [year of divorce], each party shall file an individual income tax return in accordance with the Internal Revenue Code.

IT IS ORDERED AND DECREED that, for the calendar year [year of divorce], each party shall file an individual income tax return in accordance with the Internal Revenue Code and report as the party's income 50 percent of all predivorce community income or loss attributable to the parties, all postdivorce income attributable to the reporting party, and all the reporting party's separate income during any part of the year. Each party shall take credit for 50 percent of all prior year overpayments, estimated tax payments, and withholdings occurring before the date of divorce and for 100 percent of the reporting party's estimated tax payments and withholdings occurring after the date of divorce.

IT IS ORDERED AND DECREED that, for calendar year [year of divorce], [name of party A] shall timely pay and hold [name of party B] and [his/her] property harmless from any liability of either party for federal income taxes for all income attributable to the parties, or either of them, during calendar year [year of divorce], except for the following amount of tax, which [name of party B] is ordered to pay: that amount of tax arrived at by independent calculation by multiplying [name of party B]'s taxable income (including only [name of party B]'s separate income before divorce, all income after divorce, deductions, exemptions, or adjustments attributable to [his/her] income after the date of divorce) by the effective federal income tax rate as determined by dividing taxable income as reported on [his/her] [year of divorce] U.S. Individual Income Tax Return into the tax as computed in the return. In making this computation, [name of

party B] shall be entitled to only those deductions, exemptions, or adjustments attributable to [him/her] after the date of divorce. The independent calculation shall credit against [name of party B]'s liability all income tax withheld from [his/her] earnings after the divorce is granted and all estimated tax payments made by [him/her] after that date, and any resulting overpayment shall belong to [name of party B]. All other income tax withheld from earnings of [name of party B] in the year of divorce and all other estimated tax payments made by the parties, or either of them, with respect to the year of divorce shall be credited to [name of party A] for the purposes of this calculation.

IT IS ORDERED AND DECREED that, for calendar year [year of divorce], [name of party A] shall timely pay and hold [name of party B] and [his/her] property harmless from any federal income tax liability attributable to the income of the parties or either of them from January 1 of that year through the date of divorce unless such additional tax, penalty, and/or interest resulted from [name of party B]'s omission of income [he/she] earned or recognized in [year of divorce] or from erroneous deductions proffered by [name of party B], in which case [name of party B] shall pay such resulting tax, penalties, and/or interest thereon, and [he/she] shall indemnify and hold [name of party A] harmless therefrom. IT IS ORDERED AND DECREED that [name of party A] shall be entitled to use as a credit against [her/his] tax liability for calendar year [year of divorce] all prepayments and withholdings made by either party before the date of divorce and all deductions, exemptions, and adjustments attributable to either party's income and expenses before the date of divorce.

IT IS ORDERED AND DECREED that [name of party A] shall timely pay and hold [name of party B] and [his/her] property harmless from any tax liability attributable to [name of party A]'s income from the date of divorce until December 31 of that year. IT IS ORDERED AND DECREED that [name of party B] shall timely pay and hold [name of party A] and [her/his] property harmless from any tax liability attributable to [name of party B]'s income from the date of divorce until December 31 of that year. IT IS ORDERED AND DECREED that each party shall be solely entitled to use as a credit against his or her own tax liability for calendar year [year of divorce] all prepayments and withholdings made by him or her after the date of divorce and all deductions, exemptions, and adjustments attributable to his or her income and expenses after the date of divorce. In this regard, IT IS ORDERED AND DECREED that [name of party B]'s tax liability shall be that amount arrived at by independent calculation that [name of party B] would owe if [he/she] were filing a separate return for the entire year and reporting only the income earned or received by [him/her] from the date of divorce to December 31 of that year, and with only those deductions attributable to expenditures made by [him/her] from the date of divorce to December 31 of that year, with 100 percent of any statutory deduction available to [him/her] in lieu of itemizing [his/her] deductions and 100 percent of one full dependency exemption.

IT IS ORDERED AND DECREED that any portion of the income tax on [name of party B]'s return for the year of divorce paid by [name of party A] shall be deemed part of [name of party B]'s share of the marital estate of the parties.

IT IS ORDERED AND DECREED that, for calendar year [year of divorce], each party shall timely pay and indemnify and hold the other party and his or her

property harmless from any federal income tax liability attributable to the personal earnings of the reporting party and any net income resulting from property subject to the sole management and control of the reporting party from January 1 of that year through the date of divorce and for all such postdivorce earnings and income.

IT IS ORDERED AND DECREED that each party shall be entitled to use as a credit against his or her tax liability all estimated tax payments, credit for tax payments made in prior years, and withholdings made solely in the name of the reporting party and 50 percent of such estimated tax payments, credit for tax payments, and withholdings made in the names of both parties before the date of divorce together with any net loss resulting from property subject to the sole management and control of the reporting party and 50 percent of any net loss attributable to property subject to the joint management of the parties.

The Court finds that the parties have lived apart at all times during the calendar year of [year], that [name[s] of party[ies]] [has/have] earned income that is community income during that calendar year, and that there have been no transfers of earned income between them from January 1, [year], through the date of divorce. IT IS ORDERED AND DECREED that each party file an individual income tax return in accordance with Internal Revenue Code sections 66(a) and 879(a) for the entire year ending December 31, [year].

IT IS ORDERED AND DECREED that the parties' income shall be reported and allocated in accordance with the Internal Revenue Code. IT IS ORDERED AND DECREED that each party shall be solely liable for the tax liability shown on his or her return and shall timely pay and hold the other party and his or her property harmless from any liability of the reporting party for federal income taxes for calendar year [year].

IT IS ORDERED AND DECREED that each party shall use as a credit against his or her tax liability for [year] all estimated tax payments and wage/salary withholdings made by him or her, 50 percent of the parties' prior year overpayments and credits, and 50 percent of the estimated payments made in the names of both parties.

IT IS ORDERED AND DECREED that, if the Internal Revenue Service disallows filing in accordance with sections 66(a) and 879(a), each party shall file an individual income tax return in accordance with the Internal Revenue Code and report as the party's income 50 percent of all predivorce community income or loss attributable to the parties, all postdivorce income attributable to the reporting party, and all the reporting party's separate income during any part of the year. Each party shall take credit for 50 percent of all prior year overpayments, estimated tax payments, and withholdings occurring before the date of divorce and for 100 percent of the reporting party's estimated tax payments and withholdings occurring after the date of divorce. Allocation of tax liability will still be made in the same proportions as though the tax were calculated under section 66(a).

For the purposes of determining income tax liability, the parties agree and hereby partition 100 percent of the income, gain, loss, and deductions attributable to a

party from that party's individual labor, that party's individual efforts, or the property awarded in this decree to that party, as his or her sole and separate property, as if that party had been single and unmarried from January 1, [year divorce was filed], through the date of divorce. The partition further assigns to a party any exemptions, exclusions, estimated tax payments, and withholdings made by that party or for his or her benefit from January 1, [year divorce was filed], through the date of divorce, as if the same were that party's separate property. The parties agree and IT IS ORDERED AND DECREED that, for the purposes of determining income tax liability, any property awarded to a party in this decree shall be deemed to have been partitioned to that party and have been that party's separate property as of January 1, [year divorce was filed], and thereafter. The parties further agree and IT IS ORDERED AND DECREED that any tax payments and any payments that are tax deductible are assigned to the party who made those payments.

IT IS ORDERED AND DECREED that for the calendar year [year of divorce], each party shall file an individual income tax return in accordance with the Internal Revenue Code.

IT IS ORDERED AND DECREED that [name of party A] shall report 100 percent of [her/his] income, withholdings, prepayments, and deductions and none of [name of party B]'s income, withholdings, prepayments, and deductions. [Name of party A] shall be entitled to receive 100 percent of any refund for which [she/he] might be entitled on [her/his] [year of divorce] federal income tax return. [Name of party A] shall pay 100 percent of any liability shown on [her/his] [year of divorce] federal income tax return.

IT IS ORDERED AND DECREED that [name of party B] shall report 100 percent of [his/her] income, withholdings, prepayments, and deductions and none of [name of party A]'s income, withholdings, prepayments, and deductions. [Name of party B] shall be entitled to receive 100 percent of any refund for which [he/she] might be entitled on [his/her] [year of divorce] federal income tax return. [Name of party B] shall pay 100 percent of any liability shown on [his/her] [year of divorce] federal income tax return.

IT IS ORDERED AND DECREED that for calendar year [year of divorce], each party shall indemnify and hold the other party and his or her property harmless from any tax liability associated with the reporting party's individual tax return for that year unless the parties have agreed to allocate their tax liability in a manner different from that reflected on their returns.

IT IS ORDERED AND DECREED that each party shall furnish such information to the other party as is requested to prepare federal income tax returns for [year of divorce] within thirty days of receipt of a written request for the information, and in no event shall the available information be exchanged later than March 1, [year following year of divorce]. As requested information becomes available after that date, it shall be provided within ten days of receipt.

IT IS ORDERED AND DECREED that both parties shall cooperate in the preparation of separate income tax returns for [year of divorce] by supplying to [name

of preparer] all information necessary for the preparation of both returns. Both parties are ORDERED to provide the information to the preparer within ten days of any request for the information. [Name of party] is ORDERED to pay the preparer all fees for preparation of the two returns within ten days of receipt of the bill.

IT IS ORDERED AND DECREED that each party shall pay for the preparation of his or her return for [year of divorce].

IT IS ORDERED AND DECREED that each party shall preserve for a period of seven years from the date of divorce all financial records relating to the community estate. Each party is ORDERED to allow the other party access to these records to determine acquisition dates or tax basis or to respond to an IRS examination within five days of receipt of written notice from the other party. Access shall include the right to copy the records.

IT IS ORDERED AND DECREED that all payments made to the other party in accordance with the allocation provisions for payment of federal income taxes contained in this Final Decree of Divorce are not deemed income to the party receiving those payments but are part of the property division and necessary for a just and right division of the parties' estate.

IT IS ORDERED AND DECREED that any assets of the parties not awarded or divided by this Final Decree of Divorce are subject to future division as provided in the Texas Family Code.

IT IS ORDERED AND DECREED that any undisclosed asset of the parties [with a [gross/net] fair market value of \$[amount] or more] is awarded to the party not in possession or control of the asset.

IT IS FURTHER ORDERED AND DECREED, as a part of the division of the estate of the parties, that any community liability not expressly assumed by a party under this decree is to be paid by the party incurring the liability, and the party incurring the liability shall indemnify and hold the other party and his or her property harmless from any failure to so discharge the liability.

IT IS ORDERED AND DECREED that the following described property is confirmed as the separate property of [name of petitioner]: [include appropriate property descriptions].

IT IS ORDERED AND DECREED that the following described property is confirmed as the separate property of [name of respondent]: [include appropriate property descriptions].

IT IS ORDERED AND DECREED that no provision of this decree shall be construed as alimony under the Internal Revenue Code, except as this decree expressly provides for payment of maintenance or alimony under the Internal Revenue Code.

IT IS ORDERED AND DECREED that [name] is granted exclusive use of the following credit card[s] and [name] is enjoined and prohibited from using or incur-

ring any indebtedness on [that/those] card[s]: [for each card, state type of card (e.g., MasterCard); issuing entity, if any (i.e., name of bank, credit union, etc.); name on card; and any other necessary identifying information].

[Name] is ORDERED to return the following card[s] to [name] by [date]: [for each card, state type of card (e.g., MasterCard); issuing entity, if any (i.e., name of bank, credit union, etc.); name on card; and any other necessary identifying information].

IT IS ORDERED AND DECREED that [name] is granted exclusive use of the following credit card[s] and [name] is enjoined and prohibited from using or incurring any indebtedness on [that/those] card[s]: [for each card, state type of card (e.g., MasterCard); issuing entity, if any (i.e., name of bank, credit union, etc.); name on card; and any other necessary identifying information].

[Name] is ORDERED to return the following card[s] to [name] by [date]: [for each card, state type of card (e.g., MasterCard); issuing entity, if any (i.e., name of bank, credit union, etc.); name on card; and any other necessary identifying information].

[Name] and [name] are both enjoined and prohibited from using or incurring any indebtedness on the following card[s]: [for each card, state type of card (e.g., MasterCard); issuing entity, if any (i.e., name of bank, credit union, etc.); name on card; and any other necessary identifying information].

Transfer and Delivery of Property

[Name] is ORDERED to appear in the law offices of [name of attorney] at [location], at [time] on [date], and to execute, have acknowledged, and deliver to [name] these instruments:

1. Special Warranty Deed [include if applicable: in the form attached to this Final Decree of Divorce as Exhibit [exhibit number/letter]]; [See form 18-3.]
2. Special Warranty Deed with Encumbrance for Owelty of Partition [include if applicable: in the form attached to this Final Decree of Divorce as Exhibit [exhibit number/letter]]; [See form 18-4.]
3. Real Estate Lien Note [include if applicable: in the form attached to this Final Decree of Divorce as Exhibit [exhibit number/letter]]; [See form 18-6.]
4. Deed of Trust [include if applicable: in the form attached to this Final Decree of Divorce as Exhibit [exhibit number/letter]]; [See form 18-5.]
5. Deed of Trust to Secure Assumption [include if applicable: in the form attached to this Final Decree of Divorce as Exhibit [exhibit number/letter]]; [See form 18-7.]

6. Owelty Deed of Trust or Deed of Trust with Owelty Lien **[include if applicable: in the form attached to this Final Decree of Divorce as Exhibit [exhibit number/letter]]**;

7. Deed Without Warranty **[include if applicable: in the form attached to this Final Decree of Divorce as Exhibit [exhibit number/letter]]**;

8. Assignment of escrow funds letter **[include if applicable: in the form attached to this Final Decree of Divorce as Exhibit [exhibit number/letter]]**; **[See form 18-11.]**

9. Assignment of insurance coverage **[include if applicable: in the form attached to this Final Decree of Divorce as Exhibit [exhibit number/letter]]**;

10. Assignment of utility deposits **[include if applicable: in the form attached to this Final Decree of Divorce as Exhibit [exhibit number/letter]]**; **[See form 18-12.]**

11. Certificate of title to motor vehicle **[include if applicable: in the form attached to this Final Decree of Divorce as Exhibit [exhibit number/letter]]**;

12. Power of attorney to transfer motor vehicle **[include if applicable: in the form attached to this Final Decree of Divorce as Exhibit [exhibit number/letter]]**; **[See form 18-1.]**

13. Signature cards on custodial accounts held for the benefit of the child[ren] **[include if applicable: in the form attached to this Final Decree of Divorce as Exhibit [exhibit number/letter]]**;

14. Stock transfer certificate **[include if applicable: in the form attached to this Final Decree of Divorce as Exhibit [exhibit number/letter]]**; **[See form 18-14.]**

15. Operating Trust Agreement for Jointly Owned Property after Divorce **[include if applicable: in the form attached to this Final Decree of Divorce as Exhibit [exhibit number/letter]]**; **[See form 18-16.]**

16. Security Agreement with Collateral Pledge **[include if applicable: in the form attached to this Final Decree of Divorce as Exhibit [exhibit number/letter]]**; **[See form 18-17.]**

17. Assignment of interest **[include if applicable: in the form attached to this Final Decree of Divorce as Exhibit [exhibit number/letter]]**. **[See form 18-13.]**

This decree shall serve as a muniment of title to transfer ownership of all property awarded to any party in this Final Decree of Divorce.

[Name of party] is ORDERED to deliver to **[name of other party]** on **[date]** at **[time]** at **[address]** these items:

1. [Year and make] motor vehicle, vehicle identification number [number], together with all keys, insurance policies, registration papers, and title documents.

2. All title documents, tax statements, insurance policies, house plans, warranties and service contracts, title and closing documents, and keys for property located at [full address].

[Name of employee spouse] is ORDERED to give written notice to [his/her] employer within fifteen days of the date of the signing of this Final Decree of Divorce that [name of nonemployee spouse] is exercising [her/his] option to continue the existing health insurance coverage, and [name of employee spouse] is FURTHER ORDERED to pay all premiums required to maintain the coverage in full effect until a new policy is issued in the name of [name of nonemployee spouse], at which time [name of employee spouse] shall be relieved of the obligation to pay the premiums. IT IS FURTHER ORDERED that the notice to the employer shall include the last known mailing address of [name of nonemployee spouse] and that a copy of the notice shall be sent to [name of nonemployee spouse]. [Name of employee spouse] is also ORDERED to furnish to [name of nonemployee spouse] a copy of the presently existing health insurance card and any explanation of benefits under the coverage within fifteen days from the signing of this decree.

The Court finds that, because of the conduct of [name], a permanent injunction against [him/her] should be granted as appropriate relief because there is no adequate remedy at law.

The permanent injunction granted below shall be effective immediately and shall be binding on [name]; on [his/her] agents, servants, employees, and attorneys; and on those persons in active concert or participation with them who receive actual notice of this order by personal service or otherwise.

IT IS ORDERED AND DECREED that [name] is permanently enjoined from:

Causing physical contact or bodily injury to [name] or threatening [name] with imminent bodily injury.

Communicating in person, by telephone, or in writing with [name], except for arranging visitation or notifying [name] of circumstances affecting the best interest of the child[ren].

Coming within [feet] feet of, entering, or remaining on the premises of the residence of [name], located at [address], or place of employment of [name] at [name and address of employment] for any purpose, except to exercise visitation granted in this decree.

Interfering in any way with Managing Conservator's possession of the child[ren] or taking or retaining possession of the child[ren], directly or in concert with other persons, except as permitted by order of the Court.

Coming within [feet] feet of, entering, or remaining on the premises of the child[ren]'s day-care facility, [name and address]; school, [name and address]; or other day-care facility or school about which [name] receives written notice.

Petitioner and Respondent waive issuance and service of the writ of injunction, by stipulation or as evidenced by the signatures below. IT IS ORDERED that Petitioner and Respondent shall be deemed to be duly served with the writ of injunction.

Change of Name

IT IS ORDERED AND DECREED that [Petitioner's/Respondent's] name is changed to [first, middle, and last names].

Court Costs

All costs of court in this case are adjudged against [name], for which let execution issue.

IT IS ORDERED AND DECREED that [Petitioner/Respondent], [name], is awarded a judgment of \$[amount] against [Respondent/Petitioner], [name], for costs of court incurred in the course of this lawsuit, with interest at [percent] percent per year compounded annually from the date the judgment is signed until paid, for which let execution issue.

IT IS ORDERED AND DECREED that costs of court are to be borne by the party who incurred them.

IT IS ORDERED AND DECREED that all costs of court expended in this case are taxed one-half against Petitioner, [name], and one-half against Respondent, [name], for which let execution issue.

Resolution of Temporary Orders

IT IS ORDERED AND DECREED that Petitioner and Respondent are discharged from all further liabilities and obligations imposed by the temporary order of this Court rendered on [date].

IT IS ORDERED AND DECREED that all obligations and duties for temporary support [and/or other obligations; include specific nondischarged obligations] imposed by the temporary orders of this Court that are not yet discharged shall survive this judgment, and independent enforcement may be sought.

[Discharge from] Discovery Retention Requirement

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.

IT IS ORDERED AND DECREED that any persons required to serve discovery materials shall maintain, for a period of [number] months after this judgment is signed, the originals or exact copies of all discovery materials produced during the pendency of this matter and not filed with the Court. If an appeal is begun within that [number]-month period, IT IS FURTHER ORDERED AND DECREED that the discovery materials shall be maintained while the appeal is pending.

Decree Acknowledgment

Petitioner, [name of petitioner], and Respondent, [name of respondent], each acknowledge that before signing this Final Decree of Divorce they have read this Final Decree of Divorce fully and completely, have had the opportunity to ask any questions regarding the same, and fully understand that the contents of this Final Decree of Divorce constitute a full and complete resolution of this case. Petitioner and Respondent acknowledge that they have voluntarily affixed their signatures to this Final Decree of Divorce, believing this agreement to be a just and right division of the marital debt and assets, and state that they have not signed by virtue of any coercion, any duress, or any agreement other than those specifically set forth in this Final Decree of Divorce.

Indemnification

Each party represents and warrants that he or she has not incurred any outstanding debt, obligation, or other liability on which the other party is or may be liable, other than those described in this decree. Each party agrees and IT IS ORDERED that if any claim, action, or proceeding is hereafter initiated seeking to hold the party not assuming a debt, an obligation, a liability, an act, or an omission of the other party liable for such debt, obligation, liability, act, or omission of the other party, that other party will, at his or her sole expense, defend the party not assuming the debt, obligation, liability, act, or omission of the other party against any such claim or demand, whether or not well founded, and will indemnify the party not assuming the debt, obligation, liability, act, or omission of the other party and hold him or her harmless from all damages resulting from the claim or demand.

Damages, as used in this provision, includes any reasonable loss, cost, expense, penalty, and other damage, including without limitation attorney's fees and other costs and expenses reasonably and necessarily incurred in enforcing this indemnity.

IT IS ORDERED that the indemnifying party will reimburse the indemnified party, on demand, for any payment made by the indemnified party at any time after the entry of the divorce decree to satisfy any judgment of any court of competent jurisdiction or in accordance with a bona fide compromise or settlement of claims, demands, or actions for any damages to which this indemnity relates.

The parties agree and IT IS ORDERED that each party will give the other party prompt written notice of any litigation threatened or instituted against either party that might constitute the basis of a claim for indemnity under this decree.

Clarifying Orders

Without affecting the finality of this Final Decree of Divorce, this Court expressly reserves the right to make orders necessary to clarify and enforce this decree.

Relief Not Granted

IT IS ORDERED AND DECREED that all relief requested in this case and not expressly granted is denied. This is a final judgment, for which let execution and all writs and processes necessary to enforce this judgment issue. This judgment finally disposes of all claims and all parties and is appealable.

Date of Judgment

SIGNED on _____.

This divorce judicially PRONOUNCED AND RENDERED in court at [city], [county] County, Texas, on [date] and further noted on the court's docket sheet on the same date, but signed on _____.

JUDGE PRESIDING

APPROVED AND CONSENTED TO
AS TO BOTH FORM AND SUBSTANCE:

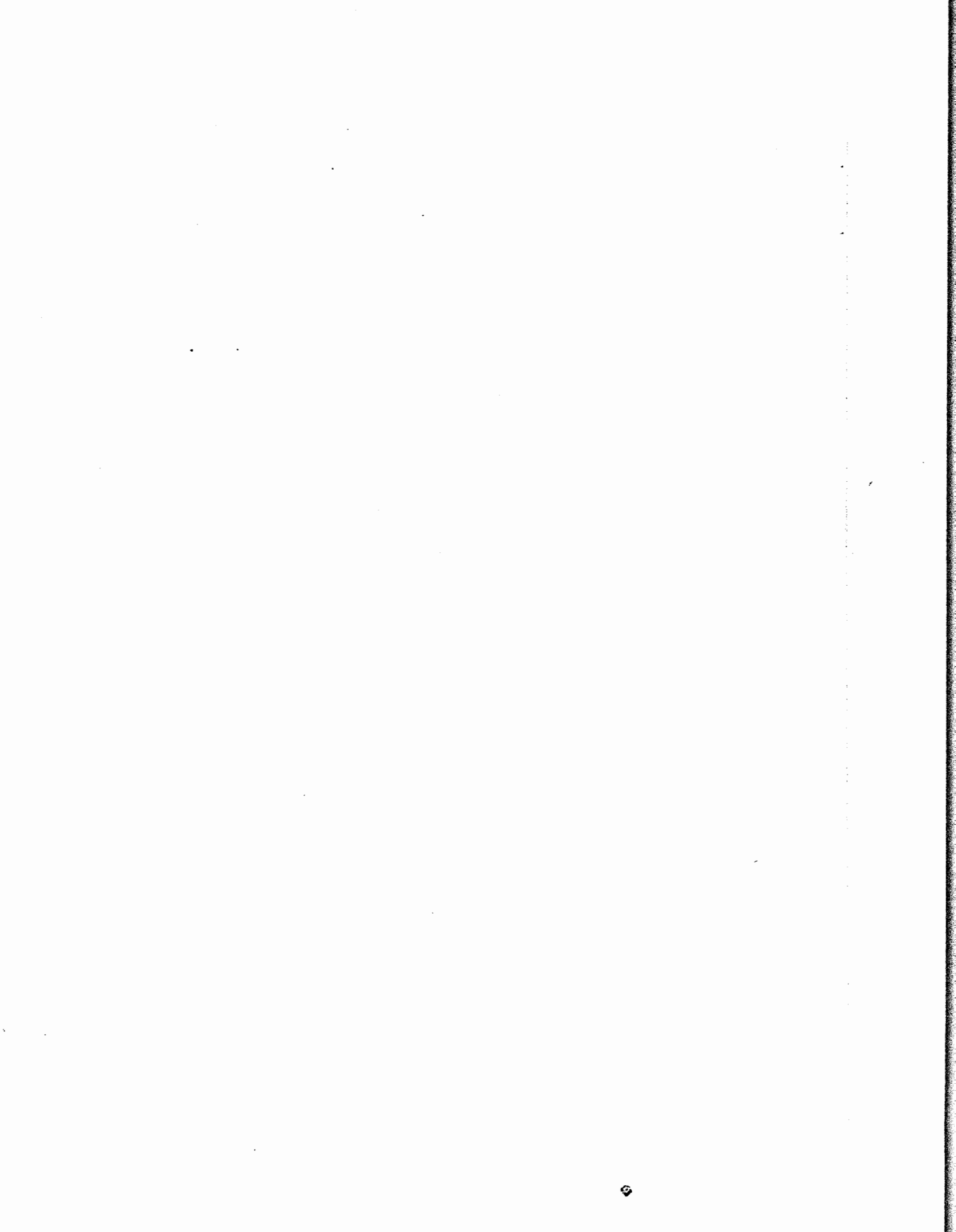
Petitioner

Respondent

APPENDIX E

*SAMPLE PROVE UP QUESTIONS FOR UNCONTESTED
DIVORCE WITHOUT CHILDREN*

1. Your Honor, my name is _____. I am the Petitioner in this suit for divorce.
2. I am presently married to _____.
3. At the time I filed for divorce, I was a domiciliary of Texas for the preceding six-month period and a resident of this county for the preceding 90 day period.
4. My spouse and I stopped living together as husband and wife on or about _____.
5. My marriage to my spouse has become insupportable because of a discord or conflict of personalities that destroys the legitimate ends of the marriage relationship.
6. There is no reasonable expectation of reconciliation.
7. There were no children born or adopted during this marriage.
8. We are not expecting any children at this time.
9. I am requesting the following division of property and debts: (briefly tell the Judge how the property and debts will be divided)
10. I believe this is a fair and equitable division of the community property and debts.
11. I am requesting my name be changed from _____ to my maiden name: _____.
12. I am not requesting a name change to avoid creditors or to avoid criminal prosecution.
13. This is a copy of the Final Decree of Divorce, which bears my signature (and my spouse's signature).
14. I respectfully ask the Court to grant me a divorce and approve all provisions in the proposed Final Decree of Divorce.



APPENDIX F

*SAMPLE PROVE UP QUESTIONS FOR UNCONTESTED
DIVORCE WITH CHILDREN*

1. Your Honor, my name is _____. I am the Petitioner in this suit for divorce.
2. I am presently married to _____.
3. At the time I filed for divorce, I was a domiciliary of Texas for the preceding six-month period and a resident of this county for the preceding 90 day period.
4. My spouse and I stopped living together as husband and wife on or about _____.
5. My marriage to my spouse has become insupportable because of a discord or conflict of personalities that destroys the legitimate ends of the marriage relationship.
6. There is no reasonable expectation of reconciliation.
7. There were _____ (number) of children born to my husband and I.
8. We are not expecting any children at this time.
9. I am requesting the following rulings regarding the children: (briefly tell the judge the terms regarding custody, visitation and child support).
10. I believe these rulings would be in the best interest of my children.
11. I am further requesting the following division of property and debts: (briefly tell the Judge how the property and debts will be divided).
12. I believe this is a fair and equitable division of the community property and debts.
13. I am requesting my name be changed from _____ to my maiden name: _____.
14. I am not requesting a name change to avoid creditors or to avoid criminal prosecution.
15. This is a copy of the Final Decree of Divorce, which bears my signature (and my spouse's signature).
16. I respectfully ask the Court to grant me a divorce and approve all provisions in the proposed Final Decree of Divorce.

APPENDIX G
SAMPLE STANDARD POSSESSION ORDER

1. *Standard Possession Order*

The Court finds that the following provisions of this Standard Possession Order are intended to and do comply with the requirements of Texas Family Code sections 153.311 through 153.317. IT IS ORDERED that each conservator shall comply with all terms and conditions of this Standard Possession Order. IT IS ORDERED that this Standard Possession Order is effective immediately and applies to all periods of possession occurring on and after the date the Court signs this Standard Possession Order. IT IS, THEREFORE, ORDERED:

(a) Definitions

1. In this Standard Possession Order "school" means the primary or secondary school in which the child is enrolled or, if the child is not enrolled in a primary or secondary school, the public school district in which the child primarily resides.

2. In this Standard Possession Order "child" includes each child, whether one or more, who is a subject of this suit while that child is under the age of eighteen years and not otherwise emancipated.

(b) Mutual Agreement or Specified Terms for Possession

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

(c) Parents Who Reside 100 Miles or Less Apart

Except as otherwise explicitly provided in this Standard Possession Order, when NAME(non-primary parent) conservator resides 100 miles or less from the primary residence of the child, a shall have the right to possession of the child as follows:

1. Weekends -

On weekends that occur during the regular school term, beginning at 6:00 p.m., on the first, third, and fifth Friday of each month and ending at 6:00 p.m. on the following Sunday.

On weekends that do not occur during the regular school term, beginning at 6:00 p.m., on the first, third, and fifth Friday of each month and ending at 6:00 p.m. on the following Sunday.

2. Weekend Possession Extended by a Holiday – Except as otherwise explicitly provided in this Standard Possession Order, if a weekend period of possession by NAME(non-primary parent) begins on a Friday that is a student holiday or teacher in-service day during the regular school term, as determined by the school in which the child is enrolled, or a federal, state, or local holiday during the summer months when school is not in session, or if the period ends on or is immediately followed by a Monday that is such a holiday, that weekend period of possession shall begin at 6:00 p.m. on the Thursday immediately preceding the Friday holiday, student holiday or teacher in-service day or end at 6:00 p.m. on that Monday holiday, student holiday or teacher in-service day, as applicable.

3. Thursdays – On Thursday of each week during the regular school term, beginning at 6:00 p.m. and ending at 8:00 p.m.

4. Spring Break in Even-Numbered Years – In even-numbered years, beginning at 6:00 p.m. on the day the child is dismissed from school for the school's spring vacation and ending at 6:00 p.m. on the day before school resumes after that vacation.

5. Extended Summer Possession by NAME(non-primary parent) –

With Written Notice by April 1 – If NAME(non-primary parent) gives NAME(primary parent) written notice by April 1 of a year specifying an extended period or periods of summer possession for that year, NAME(non-primary parent) shall have possession of the child for thirty 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, with each period of possession beginning and ending at 6:00 p.m. on each applicable day, as specified in the written notice, provided that the period or periods of extended summer possession do not interfere with Father's Day Weekend. These periods of possession shall begin and end at 6:00 p.m.

Without Written Notice by April 1 – If NAME(non-primary parent) does not give NAME(primary parent) written notice by April 1 of a year specifying an extended period or periods of summer possession for that year, NAME(non-primary parent) shall have possession of the child for thirty consecutive days in that year beginning at 6:00 p.m. on July 1 and ending at 6:00 p.m. on July 31.

Notwithstanding the Thursday periods of possession during the regular school term and the weekend periods of possession ORDERED for NAME(non-primary parent), it is explicitly ORDERED that NAME(primary parent) shall have a superior right of possession of the child as follows:

1. Spring Break in Odd-Numbered Years – In odd-numbered years, beginning at 6:00 p.m. on the day the child is dismissed from school for the school's spring vacation and ending at 6:00 p.m. on the day before school resumes after that vacation.

2. Summer Weekend Possession by a – If NAME(primary parent) gives NAME(non-primary parent) written notice by April 15 of a year, NAME(primary parent) shall have possession of the child on any one weekend beginning at 6:00 p.m. on Friday and ending at 6:00 p.m. on the following Sunday during any one period of the extended summer possession by NAME(non-primary parent) in that year, provided that NAME(primary parent) picks up the child from NAME(non-primary parent) and returns the child to that same place.

3. Extended Summer Possession by NAME(primary parent) – If NAME(primary parent) gives NAME(non-primary parent) written notice by April 15 of a year or gives NAME(non-primary parent) fourteen days' written notice on or after April 16 of a year, NAME(primary parent) may designate one weekend 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, during which an otherwise scheduled weekend period of possession by NAME(non-primary parent) shall not take place in that year, provided that the weekend so designated does not interfere with NAME(non-primary parent)'s period or periods of extended summer possession.

(d) Parents Who Reside More Than 100 Miles Apart

Except as otherwise explicitly provided in this Standard Possession Order, when NAME(non-primary parent) resides more than 100 miles from the residence of the child, NAME(non-primary parent) shall have the right to possession of the child as follows:

1. Weekends – Unless NAME(non-primary parent) elects the alternative period of weekend possession described in the next paragraph, NAME(non-primary parent) shall have the right to possession of the child on weekends that occur during the regular school term, beginning at 6:00 p.m., on the first, third, and fifth Friday of each month and ending at 6:00 p.m. on the following Sunday, and on weekends that do not occur during the regular school term, beginning at 6:00 p.m. on the first, third and fifth Friday of each month and ending at 6:00 p.m. on the following Sunday. Except as otherwise explicitly provided in this Standard Possession Order, if such a weekend period of possession by NAME(non-primary parent) begins on a Friday that is a student holiday or teacher in-service day during the regular school term, as determined by the school in which the child is enrolled, or a federal, state, or local holiday during the summer months when school is not in session, or if the period ends on or is immediately followed by a Monday that is such a holiday, that weekend period of possession shall begin at 6:00 p.m. on the Thursday immediately preceding the Friday holiday, student holiday or teacher in-service day or end at 6:00 p.m. on that Monday holiday, student holiday or teacher in-service day, as applicable.

Alternate Weekend Possession – In lieu of the weekend possession described in the foregoing paragraph, NAME(non-primary parent) shall have the right to possession of the child not more than one weekend per month of NAME(non-primary parent)'s choice beginning at 6:00 p.m. on the day school recesses for the

weekend and ending at 6:00 p.m. on the day before school resumes after the weekend. Except as otherwise explicitly provided in this Standard Possession Order, if such a weekend period of possession by NAME(non-primary parent) begins on a Friday that is a student holiday or teacher in-service day during the regular school term, as determined by the school in which the child is enrolled, or a federal, state, or local holiday during the summer months when school is not in session, or if the period ends on or is immediately followed by a Monday that is such a holiday, that weekend period of possession shall begin at 6:00 p.m. on the Thursday immediately preceding the Friday holiday, student holiday or teacher in-service day or end at 6:00 p.m. on that Monday holiday, student holiday or teacher in-service day, as applicable. NAME(non-primary parent) may elect an option for this alternative period of weekend possession by giving written notice to NAME(primary parent) within ninety days after the parties begin to reside more than 100 miles apart. If NAME(non-primary parent) makes this election, NAME(non-primary parent) shall give NAME(primary parent) fourteen days' written or telephonic notice preceding a designated weekend. The weekends chosen shall not conflict with the provisions regarding Christmas, Thanksgiving, the child's birthday, and Father's Day Weekend below.

2. Spring Break in All Years – Every year, beginning at 6:00 p.m. on the day the child is dismissed from school for the school's spring vacation and ending at 6:00 p.m. on the day before school resumes after that vacation.

3. Extended Summer Possession by NAME(non-primary parent)–

With Written Notice by April 1 – If NAME(non-primary parent) gives NAME(primary parent) written notice by April 1 of a year specifying an extended period or periods of summer possession for that year, NAME(non-primary parent) shall have possession of the child for forty-two 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, with each period of possession beginning and ending at 6:00 p.m. on each applicable day, as specified in the written notice, provided that the period or periods of extended summer possession do not interfere with Father's Day Weekend. These periods of possession shall begin and end at 6:00 p.m.

Without Written Notice by April 1 – If NAME(non-primary parent) does not give NAME(primary parent) written notice by April 1 of a year specifying an extended period or periods of summer possession for that year, NAME(non-primary parent) shall have possession of the child for forty-two consecutive days beginning at 6:00 p.m. on June 15 and ending at 6:00 p.m. on July 27 of that year.

Notwithstanding the weekend periods of possession ORDERED for NAME(non-primary parent), it is explicitly ORDERED that NAME(primary parent) shall have a superior right of possession of the child as follows:

1. Summer Weekend Possession by NAME(primary parent) – If NAME(primary parent) gives NAME(non-primary parent) written notice by April 15 of a year, a shall have possession of the child on any one weekend beginning at 6:00 p.m. on Friday and ending at 6:00 p.m. on the following Sunday during any one period of possession by NAME(non-primary parent) during NAME(non-primary parent)'s extended summer possession in that year, provided that if a period of possession by NAME(non-primary parent) in that year exceeds thirty days, a may have possession of the child under the terms of this provision on any two nonconsecutive weekends during that period and provided that NAME(primary parent) picks up the child from NAME(non-primary parent) and returns the child to that same place.

2. Extended Summer Possession by NAME(primary parent) – If NAME(primary parent) gives NAME(non-primary parent) written notice by April 15 of a year, a may designate twenty-one 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, with each period of possession beginning and ending at 6:00 p.m. on each applicable day, during which a shall not have possession of the child, provided that the period or periods so designated do not interfere with NAME(non-primary parent)'s period or periods of extended summer possession.

(e) Holidays Unaffected by Distance

Notwithstanding the weekend and Thursday periods of possession of NAME(non-primary parent), NAME(primary parent) and NAME(non-primary parent) shall have the right to possession of the child as follows:

1. Christmas Holidays in Even-Numbered Years – In even-numbered years, NAME(non-primary parent) shall have the right to possession of the child beginning at 6:00 p.m. on the day the child is dismissed from school for the Christmas school vacation and ending at noon on December 28, and NAME(primary parent) shall have the right to possession of the child beginning at noon on December 28 and ending at 6:00 p.m. on the day before school resumes after that Christmas school vacation.

2. Christmas Holidays in Odd-Numbered Years – In odd-numbered years, NAME(primary parent) shall have the right to possession of the child beginning at 6:00 p.m. on the day the child is dismissed from school for the Christmas school vacation and ending at noon on December 28, and NAME(non-primary parent) shall have the right to possession of the child beginning at noon on December 28 and ending at 6:00 p.m. on the day before school resumes after that Christmas school vacation.

3. Thanksgiving in Odd-Numbered Years – In odd-numbered years, NAME(non-primary parent) shall have the right to possession of the child beginning at 6:00 p.m. on the day the child is dismissed from school for

the Thanksgiving holiday and ending at 6:00 p.m. on the Sunday following Thanksgiving.

4. Thanksgiving in Even-Numbered Years – In even-numbered years, NAME(primary parent) shall have the right to possession of the child beginning at 6:00 p.m. on the day the child is dismissed from school for the Thanksgiving holiday and ending at 6:00 p.m. on the Sunday following Thanksgiving.

5. Child's Birthday – If a parent is not otherwise entitled under this Standard Possession Order to present possession of the child on the child's birthday, that parent shall have possession of the child beginning at 6:00 p.m. and ending at 8:00 p.m. on that day, provided that that parent picks up the child from the other parent's residence and returns the child to that same place.

6. Father's Day Weekend – FATHER shall have the right to possession of the child each year, beginning at 6:00 p.m. on the Friday preceding Father's Day and ending at 6:00 p.m. on Father's Day, provided that if FATHER is not otherwise entitled under this Standard Possession Order to present possession of the child, he shall pick up the child from MOTHER's residence and return the child to that same place.

7. Mother's Day Weekend – MOTHER shall have the right to possession of the child each year, beginning at 6:00 p.m. on the Friday preceding Mother's Day and ending at 6:00 p.m. on Mother's Day, provided that if MOTHER is not otherwise entitled under this Standard Possession Order to present possession of the child, she shall pick up the child from MOTHER's residence and return the child to that same place.

(f) Undesignated Periods of Possession

NAME(primary parent) shall have the right of possession of the child at all other times not specifically designated in this Standard Possession Order for a.

(g) General Terms and Conditions

Except as otherwise explicitly provided in this Standard Possession Order, the terms and conditions of possession of the child that apply regardless of the distance between the residence of a parent and the child are as follows:

1. Surrender of Child by NAME(primary parent) – NAME(primary parent) is ORDERED to surrender the child to NAME(non-primary parent) at the beginning of each period of NAME(non-primary parent)'s possession at the residence of NAME(primary parent).

2. Surrender of Child by NAME(non-primary parent) – NAME(non-primary parent) is ORDERED to surrender the child to NAME(primary parent) at the residence of NAME(non-primary parent) at the end of each period of possession.

3. Surrender of Child by NAME(primary parent) – NAME(primary parent) is ORDERED to surrender the child to NAME(non-primary parent), if the child is in NAME(primary parent)'s possession or subject to NAME(primary parent)'s control, at the beginning of each period of NAME(non-primary parent)'s exclusive periods of possession, at the place designated in this Standard Possession Order.

4. Return of Child by NAME(non-primary parent) – NAME(non-primary parent) is ORDERED to return the child to NAME(primary parent), if NAME(primary parent), is entitled to possession of the child, at the end of each of NAME(non-primary parent)'s exclusive periods of possession, at the place designated in this Standard Possession Order.

5. Personal Effects – Each conservator is ORDERED to return with the child the personal effects that the child brought at the beginning of the period of possession.

6. Designation of Competent Adult – Each conservator may designate any competent adult to pick up and return the child, as applicable. IT IS ORDERED that a conservator or a designated competent adult be present when the child is picked up or returned.

7. Inability to Exercise Possession – Each conservator is ORDERED to 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 any specified period.

8. Written Notice – Written notice shall be deemed to have been timely made if received or postmarked before or at the time that notice is due.

This concludes the Standard Possession Order.

WARNING: This is a governmental document. Texas Penal Code, Section 37.10, specifies penalties for making false entries or providing false information in this document.
VS-165 REV 01/2006

**INFORMATION ON SUIT AFFECTING THE FAMILY RELATIONSHIP
(EXCLUDING ADOPTIONS)**

SECTION I GENERAL INFORMATION (REQUIRED) STATE FILE NUMBER

1a. COUNTY _____ 1b. COURT NO. _____
 1c. CAUSE NO. _____ 1d. DATE OF ORDER (mm/dd/yyyy) _____
 2. HAS THERE BEEN A FINDING BY THE COURT OF: DOMESTIC VIOLENCE? CHILD ABUSE?
 3. TYPE OF ORDER (CHECK ALL THAT APPLY):
 DIVORCE/ANNULMENT WITH CHILDREN(Sec. 1,2,3,4) DIVORCE/ANNULMENT WITHOUT CHILDREN(Sec 1,2)
 PATERNITY WITH CHILD SUPPORT(Sec 1,3,4,5) PATERNITY WITHOUT CHILD SUPPORT(Sec 1,3,5)
 CHILD SUPPORT OBLIGATION/MODIFICATION(Sec 1,3,4) TERMINATION OF RIGHTS (Sec 1,3,6)
 CONSERVATORSHIP (Sec 1, 3) OTHER (SPECIFY) _____
 TRANSFER TO (Sec 1, 3) COUNTY _____ COURT NO. _____ STATE COURT ID# _____

4b. NAME OF ATTORNEY FOR PETITIONER	4b. ATTORNEY GENERAL ACCT/CASE #
4c. CURRENT MAILING ADDRESS STREET & NO. CITY STATE ZIP	4d. TELEPHONE NUMBER (including area code) ()

SECTION 2 (IF APPLICABLE) REPORT OF DIVORCE OR ANNULMENT OF MARRIAGE

HUSBAND	5. FIRST NAME MIDDLE LAST SUFFIX				6. DATE OF BIRTH (mm/dd/yyyy)	
	7. PLACE OF BIRTH CITY STATE OR FOREIGN COUNTRY			8. RACE		9. SOCIAL SECURITY NUMBER
	10. USUAL RESIDENCE STREET NAME & NUMBER			CITY STATE		ZIP
WIFE	11. FIRST NAME MIDDLE LAST MAIDEN				12. DATE OF BIRTH (mm/dd/yyyy)	
	13. PLACE OF BIRTH CITY STATE OR FOREIGN COUNTRY			14. RACE		15. SOCIAL SECURITY NUMBER
	16. USUAL RESIDENCE STREET NAME & NUMBER			CITY STATE		ZIP
17. NUMBER OF MINOR CHILDREN		18. DATE OF MARRIAGE (mm/dd/yyyy)		19. PLACE OF MARRIAGE City State		20. PETITIONER IS <input type="checkbox"/> HUSBAND <input type="checkbox"/> WIFE

SECTION 3 (IF APPLICABLE) CHILDREN AFFECTED BY THIS SUIT

CHILD 1	21a. FIRST NAME MIDDLE LAST SUFFIX				21b. DATE OF BIRTH (mm/dd/yyyy)	
	21c. SOCIAL SECURITY NUMBER		21d. SEX	21e. BIRTHPLACE CITY COUNTY STATE		
	21f. PRIOR NAME OF CHILD: FIRST MIDDLE LAST SUFFIX				21g. NEW NAME OF CHILD FIRST MIDDLE LAST SUFFIX	
CHILD 2	22a. FIRST NAME MIDDLE LAST SUFFIX				22b. DATE OF BIRTH (mm/dd/yyyy)	
	22c. SOCIAL SECURITY NUMBER		22d. SEX	22e. BIRTHPLACE CITY COUNTY STATE		
	22f. PRIOR NAME OF CHILD: FIRST MIDDLE LAST SUFFIX				22g. NEW NAME OF CHILD FIRST MIDDLE LAST SUFFIX	
CHILD 3	23a. FIRST NAME MIDDLE LAST SUFFIX				23b. DATE OF BIRTH (mm/dd/yyyy)	
	23c. SOCIAL SECURITY NUMBER		23d. SEX	23e. BIRTHPLACE CITY COUNTY STATE		
	23f. PRIOR NAME OF CHILD: FIRST MIDDLE LAST SUFFIX				23g. NEW NAME OF CHILD FIRST MIDDLE LAST SUFFIX	
CHILD 4	24a. FIRST NAME MIDDLE LAST SUFFIX				24b. DATE OF BIRTH (mm/dd/yyyy)	
	24c. SOCIAL SECURITY NUMBER		24d. SEX	24e. BIRTH CITY COUNTY STATE		
	24f. PRIOR NAME OF CHILD: FIRST MIDDLE LAST SUFFIX				24g. NEW NAME OF CHILD FIRST MIDDLE LAST SUFFIX	

SECTION 4 (IF APPLICABLE) OBLIGEE/OBLIGOR INFORMATION

THIS PARTY TO THE SUIT IS (CHECK ONE) <input type="checkbox"/> 25a. TDPRS <input type="checkbox"/> 25b. NON-PARENT CONSERVATOR – COMPLETE 26 – 32 <input type="checkbox"/> 25c. HUSBAND AS SHOWN ON FRONT OF THIS FORM – COMPLETE 31 – 32 ONLY <input type="checkbox"/> 25d. WIFE AS SHOWN ON FRONT OF THIS FORM – COMPLETE 31 – 32 ONLY <input type="checkbox"/> 25e. BIOLOGICAL FATHER – COMPLETE 26 – 32 <input type="checkbox"/> 25f. BIOLOGICAL MOTHER – COMPLETE 26 – 32	
OBLIGEE	26. FIRST NAME MIDDLE LAST SUFFIX MAIDEN
	27. DATE OF BIRTH (mm/dd/yyyy) 28. PLACE OF BIRTH CITY STATE OR FOREIGN COUNTRY
	29. USUAL RESIDENCE STREET NAME & NUMBER CITY COUNTY STATE ZIP
	30. SOCIAL SECURITY NUMBER 31. DRIVER LICENSE NO & STATE 32. TELEPHONE NUMBER ()
OBLIGOR #1	THIS PARTY TO THE SUIT IS (CHECK ONE) <input type="checkbox"/> 33a. NON-PARENT CONSERVATOR – COMPLETE 34 – 43 <input type="checkbox"/> 33b. HUSBAND AS SHOWN ON FRONT OF THIS FORM – COMPLETE 39 – 43 ONLY <input type="checkbox"/> 33c. WIFE AS SHOWN ON FRONT OF THIS FORM – COMPLETE 39 – 43 ONLY <input type="checkbox"/> 33d. BIOLOGICAL FATHER – COMPLETE 34 – 43 <input type="checkbox"/> 33e. BIOLOGICAL MOTHER – COMPLETE 34 – 43
	34. FIRST NAME MIDDLE LAST SUFFIX MAIDEN
	35. DATE OF BIRTH (mm/dd/yyyy) 36. PLACE OF BIRTH CITY STATE OR FOREIGN COUNTRY
	37. USUAL RESIDENCE STREET NAME & NUMBER CITY COUNTY STATE ZIP
	38. SOCIAL SECURITY NUMBER 39. DRIVER LICENSE NO. & STATE 40. TELEPHONE NUMBER ()
	41. EMPLOYER NAME 42. EMPLOYER TELEPHONE NUMBER
	43. EMPLOYER PAYROLL ADDRESS STREET NAME & NUMBER CITY STATE ZIP
OBLIGOR #2	THIS PARTY TO THE SUIT IS (CHECK ONE) <input type="checkbox"/> 44a. NON-PARENT CONSERVATOR – COMPLETE 45 – 54 <input type="checkbox"/> 44b. HUSBAND AS SHOWN ON FRONT OF THIS FORM – COMPLETE 50 – 54 ONLY <input type="checkbox"/> 44c. WIFE AS SHOWN ON FRONT OF THIS FORM – COMPLETE 45 – 54 ONLY <input type="checkbox"/> 44d. BIOLOGICAL FATHER – COMPLETE 45 – 54 <input type="checkbox"/> 44e. BIOLOGICAL MOTHER – COMPLETE 45 – 54
	45. FIRST NAME MIDDLE LAST SUFFIX MAIDEN
	46. DATE OF BIRTH (mm/dd/yyyy) 47. PLACE OF BIRTH CITY STATE OR FOREIGN COUNTRY
	48. USUAL RESIDENCE STREET NAME & NUMBER CITY COUNTY STATE ZIP
	49. SOCIAL SECURITY NUMBER 50. DRIVER LICENSE NO & STATE 51. TELEPHONE NUMBER
	52. EMPLOYER NAME 53. EMPLOYER TELEPHONE NUMBER
	54. EMPLOYER PAYROLL ADDRESS STREET NAME & NUMBER CITY STATE ZIP

SECTION 5 (IF APPLICABLE) FOR ORDERS CONCERNING PATERNITY ESTABLISHMENT OF BIOLOGICAL FATHER

55. BIOLOGICAL FATHER'S NAME FIRST MIDDLE LAST	56. DATE OF BIRTH (mm/dd/yyyy)
57. SOCIAL SECURITY NUMBER	58. CURRENT MAILING ADDRESS STREET NAME & NUMBER CITY STATE ZIP
59. DOES THIS ORDER REMOVE INFORMATION PERTAINING TO A FATHER FROM A CHILD'S CERTIFICATE OF BIRTH? <input type="checkbox"/> NO <input type="checkbox"/> YES	

SECTION 6 TERMINATION OF RIGHTS – INFORMATION RELATED TO THE INDIVIDUAL(S) WHOSE RIGHTS ARE BEING TERMINATED IN THIS SUIT.

60a. FIRST NAME MIDDLE NAME LAST NAME SUFFIX	60b. RELATIONSHIP
61a. FIRST NAME MIDDLE NAME LAST NAME SUUFIX	61b. RELATIONSHIP
62a. FIRST NAME MIDDLE NAME LAST NAME SUFFIX	62b. RELATIONSHIP

COMMENTS: _____

I CERTIFY THAT THE ABOVE ORDER WAS GRANTED ON THE DATE AND PLACE AS STATED.

SIGNATURE OF THE CLERK OF THE COURT